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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 803.

THE TOWN OF ELGIN, PLAINTIFF IN ERROR,

vs.

SAMUEL MARSHALL AND CHARLES F. ILSLEY.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MINNESOTA.

FILED FEBRUARY 3, 1882.

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1 UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the judges of the circuit court of the United States for the district of Minnesota, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea, which is in the said circuit court before you, or some of you, between Samuel Marshall and Charles F. Ilsley, plaintiffs, and The Town of Elgin, defendant, a manifest error hath happened, to the great damage of the said defendant, as is said: We being willing that such error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the justices of the Supreme Court of the United States at the Capital, in the city of Washington, together with this writ, so that you have the same at the said place, before the justices aforesaid, on the second Monday of October next, that the record and proceedings aforesaid being inspected the said justices of the Supreme Court may cause further to be done therein, to correct that error, what of right and according to the law and custom of the United States ought to be done.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this twenty-second day of November, in the year of our Lord one thousand eight hundred and eighty-one, and of the Independence of the United States the one hundred and sixth year.

[SEAL.] H. E. MANN,

Clerk of the Circuit Court of the United States of America for the District of Minnesota.

2 UNITED STATES OF AMERICA,
District of Minnesota, ss:

The answer of the judges of the circuit court of the United States for the district of Minnesota, in the eighth circuit, in within writ mentioned.

The record and proceedings whereof mention is within made, with all things concerning the same, are hereby respectfully certified to the justices of the Supreme Court of the United States of America, within mentioned, in a certain schedule to this writ annexed, marked Schedule A, as within it is commanded.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, at Saint Paul, in the district of Minnesota, this 27th day of January, in the year of our Lord one thousand eight hundred and eighty-two, and of the Independence of the United States the one hundred and sixth year.

[SEAL.] H. E. MANN,

Clerk U. S. Circuit Court, Dist. of Minnesota.

SCHEDULE A.

3 Circuit court of the United States for the district of Minnesota.

SAMUEL MARSHALL AND CHARLES F. ILSLEY, plaintiffs,
vs.
THE TOWN OF ELGIN, DEFENDANT.

The complaint of the above-named plaintiffs respectfully shows to this court that they reside at the city of Milwaukee, in the State of Wisconsin, and that they are citizens of said State; that the said defendant, The Town of Elgin, of the county of Wabasha, in the State of Minnesota, is a body corporate and politic, created and existing under and by virtue of the laws of the State of Minnesota, and that it is a citizen thereof.

4 First. And the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 3 of a series of 80 such bonds, wherein and whereby the said Town of Elgin, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the

office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same or any part thereof to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Second. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of tne supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 4 of a series of 80 such bonds, wherein and whereby the said Town of Elgin, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its tow n clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said

bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Third. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 10 of a series of 80 such bonds, wherein and whereby the said Town of Elgin, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay, on the first day of January of each year during the time said bonds had run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Fourth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for

value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 27 of a series of 80 such bonds, wherein and whereby the said Town of Elgin, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Fifth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 28 of a series of 80 such bonds, wherein and whereby the said Town of Elgin, the defendant in this action, acknowledged

itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

5 Sixth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 29 of a series of 80 such bonds, wherein and whereby the said Town of Elgin, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be

designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Seventh. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 30 of a series of 80 such bonds, wherein and whereby the said Town of Elgin, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of

thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Eighth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numberered 31 of a series of 80 such bonds, wherein and whereby the said Town of Elgin, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town,

the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Ninth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 32 of a series of 80 such bonds, wherein and whereby the said Town of Elgin, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said

coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Tenth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 33 of a series of 80 such bonds, wherein and whereby the said Town of Elgin, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or

elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

6 Eleventh. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 34 of a series of 80 such bonds, wherein and whereby the said Town of Elgin the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and all of the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hither-

to refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twelfth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 35 of a series of 80 such bonds, wherein and whereby the said Town of Elgin, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time the said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirteenth. And for a further and separate cause of action the said plaintiffs show that the defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January,

A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 36 of a series of 80 such bonds, wherein and whereby the said Town of Elgin, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Fourteenth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 37 of a series of 80 such bonds,

wherein and whereby the said Town of Elgin, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run, the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Fifteenth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 38 of a series of 80 such bonds, wherein and whereby the said Town of Elgin, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the

State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bonds and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

7 Sixteenth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 40.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs

are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Seventeenth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 188 , at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 41.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

8 Eighteenth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 42.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Nineteenth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 43.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twentieth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 44.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-first. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 45.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-second. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 46.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same or any part thereof the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-third. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 47.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant,

and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

9 Twenty-fourth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 48.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-fifth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 49.

D. F FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-sixth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 50.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-seventh. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 51.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-eighth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 52.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant, the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-ninth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 53.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirtieth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors, and by its town clerk, of which coupon or interest warrant the following is a copy to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 54.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant,

and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-first. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 55.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-second. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 67.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-third. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

\$35.] [\$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 68.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-fourth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 69.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-fifth. And for a further and separate cause of action, the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 70.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

11 Thirty-sixth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 71.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-seventh. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 72.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant,

and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-eighth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 73.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-ninth. And for a further and separate cause of action, the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 74.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Fortieth. And for a further and separate cause of action, the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 75.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Forty-first. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 76.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

12 Forty-second. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 77.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Forty-third. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 78.

D. F. RERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Forty-fourth. And for a further and separate cause of action the said plaintiffs show that the said defendant being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 79.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and

that the said defendant has not paid the said sum of thirty-five dollars therein specified, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Forty-fifth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 80.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D, 1881.

Wherefore the plaintiffs demand judgment against said defendant for the sum of fifteen hundred and seventy-five dollars, and interest thereon from the first day of January, A. D. 1881, together with the costs and disbursements of this action.

S. U. PINNEY,
Plaintiffs' Attorney, Madison, Wis.

Mess. ROGERS & ROGERS,
St. Paul, Agents.

To the above-named defendant and its attorneys:

Take notice that the bonds and coupons of which the following are true copies are the written instruments upon which the foregoing forty-five causes of action are founded, and will be given in evidence on the trial

13 of this action in support thereof, so far as the first fifteen causes of action are concerned; that as to the remaining thirty causes of action in said complaint stated, true copies of the written instrument upon which each of the same is founded is set forth in words and figures at length in each of said thirty causes of action respectively.

S. U. PINNEY, *Pl'ffs' Att'y.*

14 No. 3.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Elgin:

Know all men by these presents that the Town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Elgin hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Elgin has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Elgin, this first day of January, A. D. 1879.

D. F. FERGUSON,
Chairman of the Town Board of Supervisors of the Town of Elgin, State of Minnesota.

[SEAL.] (Signed) B. H. GOULD,
Town Clerk of said Town.

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FEEGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

15 $35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

16 No. 4.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,

County of Wabasha, Town of Elgin:

Know all men by these presents that the Town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Elgin hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place

in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January, in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Elgin has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Elgin, this first day of January, A. D. 1879.

D. F. FERGUSON,
Chairman of the Town Board of Supervisors of the Town of Elgin, State of Minnesota.

[SEAL.] (Signed) B. H. GOULD,
Town Clerk of said Town.

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day

of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

17 $35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

18 No. 10.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,

County of Wabasha, Town of Elgin:

Know all men by these presents that the Town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Elgin hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Elgin has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Elgin, this first day of January, A. D. 1879.

D. F. FERGUSON,
Chairman of the Town Board of Supervisors of the Town of Elgin, State of Minnesota.

[SEAL.] (Signed) B. H. GOULD,
Town Clerk of said Town.

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin, will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of

January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or

at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

19 $35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

20 No. 27.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Elgin:

Know all men by these presents that the Town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Elgin hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1879, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Elgin has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Elgin, this first day of January, A. D. 1879.

D. F. FERGUSON,
Chairman of the Town Board of Supervisors of the Town of Elgin, State of Minnesota.

[SEAL.] (Signed) B. H. GOULD,
Town Clerk of said Town.

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or

at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOURD *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

21 $35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 27.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

22 No. 28.] UNITED STATES OF AMERICA. [$500

STATE OF MINNESOTA,
County of Wabasha, Town of Elgin:

Know all men by these presents that the Town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Elgin hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first

day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Elgin has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Elgin, this first day of January, A. D. 1879.

D. F. FERGUSON,
Chairman of the Town Board of Supervisors of the Town of Elgin, State of Minnesota.

[SEAL.] (Signed) B. H. GOULD,
Town Clerk of said Town.

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

23 $35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day

of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 28.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

24 No. 29.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Elgin:

Know all men by these presents, that the Town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Elgin hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Elgin has executed this bond

by the chairman of the town board of supervisors, and the town clerk of said town, at Elgin, this first day of January, A. D. 1879.

D. F. FERGUSON,
Chairman of the Town Board of Supervisors of the Town of Elgin, State of Minnesota.

[SEAL.] (Signed) B. H. GOULD,
Town Clerk of said Town.

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder thereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

25 $35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 29.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

26 No. 30.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Elgin:

Know all men by these presents that the Town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Elgin hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Elgin has executed this bond by the chairman of the town board of supervisors, and the town clerk of said town, at Elgin, this first day of January, A. D. 1879.

D. F. FERGUSON,
Chairman of the Town Board of Supervisors of the Town of Elgin, State of Minnesota.

[SEAL.] (Signed) B. H. GOULD,
Town Clerk of said Town.

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day

of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

27 $35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 30.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

28 No. 31.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,

County of Wabasha, Town of Elgin:

Know all men by these presents that the Town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Elgin hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven

per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Elgin has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Elgin, this first day of January, A. D. 1879.

D. F. FERGUSON,
Chairman of the Town Board of Supervisors of the Town of Elgin, State of Minnesota.

[SEAL.] (Signed) B. H. GOULD,
Town Clerk of said Town.

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of

January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

29 $35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or

at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

30 No. 32.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Elgin:

Know all men by these presents that the Town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Elgin hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Elgin has executed this bond

by the chairman of the town board of supervisors and the town clerk of said town, at Elgin, this first day of January, A. D. 1879.

D. F. FERGUSON,
Chairman of the Town Board of Supervisors of the Town of Elgin, State of Minnesota.

[SEAL.] (Signed) B. H. GOULD,
Town Clerk of said Town.

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or

at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35

The Town of Elgin will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] $35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

31 $35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or

at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

32 No. 33.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Elgin:

Know all men by these presents that the Town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Elgin hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Elgin has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Elgin, this first day of January, A. D. 1879.

D. F. FERGUSON,
Chairman of the Town Board of Supervisors of the Town of Elgin, State of Minnesota.

[SEAL.] (Signed) B. H. GOULD,
Town Clerk of said Town.

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35

The Town of Elgin will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

33 $35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

34 No. 34.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Elgin:

Know all men by these presents that the Town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Elgin hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day

of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Elgin has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Elgin, this first day of January, A. D. 1879.

D. F. FERGUSON,
Chairman of the Town Board of Supervisors of the Town of Elgin, State of Minnesota.

[SEAL.] (Signed) B. H. GOULD,
Town Clerk of said Town.

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or

at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35

The Town of Elgin will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

35 $35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of

January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 34.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

36 No. 35.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,

County of Wabasha, Town of Elgin:

Know all men by these presents that the Town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Elgin hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Elgin has executed this

bond by the chairman of the town board of supervisors and the town clerk of said town, at Elgin, this first day of January, A. D. 1879.

D. F. FERGUSON,
Chairman of the Town Board of Supervisors of the Town of Elgin, State of Minnesota.

[SEAL.] (Signed) B. H. GOULD,
Town Clerk of said Town.

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or

at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

37 $35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 35.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

38 No. 36.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Elgin:

Know all men by these presents that the Town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Elgin hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Elgin has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Elgin, this first day of January, A. D. 1879.

D. F. FERGUSON,
Chairman of the Town Board of Supervisors of the Town of Elgin, State of Minnesota.

[SEAL.] (Signed) B. H. GOULD,
Town Clerk of said Town.

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of

January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or

at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

39 $35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 36.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

40 No. 37.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Elgin:

Know all men by these presents that the Town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Elgin hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other

place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Elgin has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Elgin, this first day of January, A. D. 1879.

D. F. FERGUSON,
Chairman of the Town Board of Supervisors of the Town of Elgin, State of Minnesota.

[SEAL.] (Signed) B. H. GOULD,
Town Clerk of said Town.

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin, will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35

The Town of Elgin will pay to the holder hereof, on the first day of

January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or

at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

41 $35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35

The Town of Elgin will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 37.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

42 No. 38.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Elgin:

Know all men by these presents that the Town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Elgin hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Elgin has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Elgin, this first day of January, A. D. 1879.

D. F. FERGUSON,
Chairman of the Town Board of Supervisors of the Town of Elgin, State of Minnesota.

[SEAL.] (Signed) B. H. GOULD,
Town Clerk of said Town.

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day

of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35

The Town of Elgin will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35

The Town of Elgin will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

43 The Town of Elgin will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

$35.] [$35.

The Town of Elgin will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 38.

D. F. FERGUSON, *Chairman.*

B. H. GOULD, *Town Clerk.*

(Endorsed:) Filed Jan. 29, 1881. H. E. Mann, clerk.

Summons.

44 UNITED STATES OF AMERICA,
District of Minnesota, ss:

In the circuit court of the United States for the district of Minnesota.

SAMUEL MARSHALL AND CHARLES F. ILSLEY
against
THE TOWN OF ELGIN.

The President of the United States of America to the defendant above named, greeting:

You are hereby summoned and required to answer the complaint in this action, which has been filed in the office of the clerk of this court, in Saint Paul, county of Ramsey, and State of Minnesota, and file your answer in said clerk's office within twenty days after the service hereof, excluding the day of such service, and if you fail to answer the complaint as aforesaid the plaintiff will take judgment against you for the sum of fifteen hundred and seventy-five dollars, and interest thereon from the first day of January, A. D. 1881, besides the costs and disbursements of this action.

For the marshal of the district of Minnesota to execute.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, at Saint Paul, in said district of Minnesota, this twenty-ninth day of January, in the year of our Lord one thousand eight hundred and eighty-one, and of our Independence one hundred and fifth year.

[SEAL OF COURT.] H. E. MANN, *Clerk.*

S. U. PINNEY, *Plaintiffs' Attorney, Madison, Wisconsin.*
ROGERS & ROGERS, *St. Paul, Minn.,*
Agents under rule of court.

45 UNITED STATES OF AMERICA,
District of Minnesota, ss:

I hereby certify that I served the annexed summons on the therein named defendant, The Town of Elgin, personally, by handing to and leaving with William H. Lyon, chairman of board of supervisors of said town, a true copy thereof, at Elgin Town, in said district, on the 1st day of Feb'y 1881.

R. N. McLAREN,
U. S. Marshal,
By CHAS. REICHOW, *Deputy.*

U. S. marshal's fees & mileage, $11.20.

(Indorsed:) United States circuit court, district of Minnesota. No. , plaintiff", vs. , defendant. Summons. Filed Feb. 2, 1881. H. E. Mann, clerk. S. U. Pinney, plaintiffs' attorney.

46 United States circuit court, district of Minnesota.

SAMUEL MARSHALL AND CHARLES F. ILSLEY, pl'ffs, *vs.* THE TOWN OF ELGIN, DEF'T.

Said defendant answers to the complaint of said plaintiffs herein, and to each and every allegation, count, and separate cause of action set forth in said complaint as follows, to wit:

Defendant admits that it is, and during all the time mentioned in the complaint has been, an organized town and municipal corporation of and within the State of Minnesota, and that the residence and citizenship of the parties to this action is as set forth in the complaint.

Defendant also admits that each and all of the pretended instruments and obligations set forth and declared upon in said complaint, and which on their face purport to be the negotiable bonds and coupons of the defendant were made and executed by the then chairman of the board of supervisors and town clerk of the defendant, as such chairman and town clerk, and delivered to the Plainview Railroad Company, which then was and still is a railroad corporation organized under and by virtue of the statutes of the State of Minnesota, which pretended bonds and coupons were all so executed and delivered in the manner and under the authority and circum-
47 stances hereinafter stated, and not otherwise; and defendant denies that said bonds or coupons, or any of them, were ever made, executed, or delivered by defendant, or by its authority, or in any other manner save as hereinafter fully stated, and defendant denies that it, or the said chairman of its board of supervisors, or its town clerk, were ever lawfully authorized or empowered to make, execute, or deliver said bonds and coupons, or any of them, and denies that they or any of them were executed, or delivered under or pursuant to authority conferred by any law of the State of Minnesota save only as hereinafter fully and particularly set out.

Further answering, defendant alleges that each and all of said bonds and coupons were so made, executed, and delivered by said chairman of the board of supervisors and said town clerk of defendant under and pursuant to the pretended authority and provisions of section seven (7) of chapter one hundred and six (106) of the general laws of the State of Minnesota, for the year A. D. 1877, said chapter being an act of the legislature of the State of Minnesota, approved March 5th, A. D. 1877, entitled "An act to authorize municipal corporations to aid in the construction of railroads," and by virtue of certain pretended proceedings under and pursuant to said section seven (7) of said act, as hereinafter stated, and in no other manner, and by no other authority whatever, and defendant hereby refers to said act and said section seven (7) thereof as part of this answer. That on or about the 23d day of January, A. D. 1878, said The Plainview Railroad Company made and delivered to the then town clerk of said town, this defendant, a definite proposition in writing,

signed by the president and secretary of said railroad company,
48 and sealed with its seal, containing all the statements and specifications prescribed by section four (4) of the aforesaid act, and stating the amount of bonds desired to be forty thousand dollars, and said town clerk immediately endorsed on said proposition the date of the filing thereof, and on the 22d day of January, A. D. 1878, said proposition was transcribed and recorded in the record books of said town. That within three months after the said filing of said proposition with said town clerk, to wit, on the 23d day of January, A. D. 1878, said railroad company caused notice in due form to be given, posted, and published as provided by said act, stating that after the 29th day of January, A. D. 1878 (more than five days after the date of said notice), a petition to the proper authorities of said town (this defendant) would be presented to the resident tax-payers of said town for their signatures asking such authorities to agree to said proposition, a copy of which was attached to said notice and posted and published therewith. That within four months after said filing of said proposition with said town clerk, to wit, on the 28th day of March, A. D. 1878, said railroad company delivered to said town clerk substantial copies of said proposition so filed with such petition, in matter and form as provided by said section seven (7) of said act, appended thereto, bearing the signatures of a majority of the persons residing in the said town of Elgin who were assessed for taxes upon real or personal estate in said town, as shown by the last assessment roll thereof, which signatures were verified by the affidavits of persons witnessing such signatures. That many of the resident tax-payers
49 of said town whose signatures were so upon said petition were not electors or legal voters in said town or at all, some of them being women, some being minor persons, and still others being copartnership firms, paying taxes as such firms, but that said petition and the signatures thereto were made and obtained in accordance with and under and pursuant to the provisions of said section seven (7) of the aforesaid act, and not otherwise; and this defendant avers that the aforesaid section seven (7) of said act, and the aforesaid proceedings and acts thereunder constituted, were and are the only basis, power, or authority ever conferred upon or obtained by the supervisors of said town, or the chairman of the board of supervisors, or the town clerk thereof, to issue, make, execute, or deliver, or direct the issuing, making, execution, or delivery of any of said bonds or coupons, or any bonds or coupons whatever, and that no election was ever called or held, or other proceedings of any kind ever had or attempted, to authorize the supervisors of said town, or any officers thereof, to issue, make, execute, or deliver, or authorize the issuing, making, execution, or delivery of said bonds or coupons, or any bonds or coupons, except as hereinbefore fully recited. That after said petition of resident tax-payers of said town, so signed and bearing such signatures of a majority of said resident tax-payers of said town so verified, and having appended thereto substantial copies of said proposition, was so delivered to and was filed by said town clerk, to wit, on the 16th day of November, A. D. 1878, the then board of supervisors of said town having no power or authority so to do, save only as hereinbe-

50 fore recited, adopted a resolution reciting in substance the proceedings hereinbefore recited, and none other, and pretending to accept and agree to said proposition of said railroad company, and to direct the issue of said bonds and coupons according to the terms of said proposition, and to waive the issuance by said railroad company to said town of any stock of said railroad company, and declining and refusing to accept any such stock thereof, which resolution was entered upon the records of said town. True copies of said notice, proposition, petition (except the signatures, verifications of signatures of the petitioners, which are omitted because of their voluminous), and of said resolution are hereto attached and hereby referred to as part of this answer.

Defendant further alleges that afterwards, about the first day of January, A. D. 1879, said chairman of the board of supervisors of said town (defendant) and said clerk thereof, without any other power or authority so to do save only that hereinbefore set forth, did, in pursuance of said section seven (7) of the aforesaid act and of the proceedings hereinbefore recited, and not otherwise, make, execute, and deliver to said The Plainview Railroad Company, at its request, all the bonds and all the coupons in the complaint described and declared upon, and all the bonds from which all the coupons described and declared upon in said complaint have been detached.

That each and all of said bonds and each and all of said coupons in the said complaint set forth were and are a part of one and the same issue or series of bonds and interest coupons then and so executed and de-

51 livered as above, stated, and none other, being a series of eighty bonds with interest coupons attached, each and every one of which bonds were and are of the same form and substance, and contain upon their face all and the same recitals as those which are set forth in the complaint herein, and copies of which are attached to said complaint, and that all the coupons set up in said complaint were so issued, made, and delivered with and as part of said bonds so issued for the interest to accrue thereon, and not otherwise, and that all the matters and facts herein set forth are, and always have been, well known to and by the plaintiff herein from a time long prior to the purchase of said bonds or coupons, or any of them, by the plaintiffs.

That said section seven (7) of the aforesaid statute was and is in conflict with the provisions of the constitution of the State of Minnesota, and all the said proceedings thereunder were and are void, and that it has been so held, decided, and adjudged authoritatively by the court of last resort of said State.

Wherefore defendant prays that plaintiffs take nothing by this action, and that defendant may have judgment for its costs and disbursements herein.

Dated February 13, A. D. 1881.

ROBERT TAYLOR &
A. J. EDGERTON,
Attorneys for Defendant, Kasson, Minn.

CHARLES M. START,
Of Counsel for Defendant, Rochester, Minn.

STATE OF MINNESOTA,
County of Wabasha, ss:

52 William H. Lyon, of said county, being duly sworn, says he is the chairman of the board of supervisors of The Town of Elgin, the defendant in this action, and that the foregoing answer is true to deponent's own knowledge, except as to those matters which are therein stated on his information and belief, and as to those matters that he believes it to be true.

WILLIAM H. LYON.

Subscribed and sworn to before me this seventeenth day of February, A. D. 1881.

[NOTARIAL SEAL.] HERBERT HARRINGTON,
Notary Public.

Proposition.

To The Town of Elgin, in the county of Wabasha and State of Minnesota, and to the town clerk of said town:

The Plainview Railroad Company, a corporation existing and organized under the laws of the State of Minnesota, respectfully represent that said company desire aid from The Town of Elgin aforesaid in the construction of its railroad, and for the purpose of obtaining such aid under the laws of this State makes and delivers to the town clerk of said town a definite proposition in writing, as follows, viz: The amount of bonds desired by said railroad corporation from said town of Elgin as such aid is forty thousand dollars, said bonds to be made payable and to mature in twenty years from the date of the same, or at the option of the said town, to be payable at any time prior to the maturity of the same after the year 1878; said bonds shall bear interest at the rate of seven per cent. a year, payable on the first day of January in each year at the office of the
53 treasurer of the State of Minnesota, and said bonds shall be executed in proper legal form, with interest coupons attached, and shall be delivered to said railroad company whenever and as soon as said railroad company shall have its line of railroad graded, the ties and iron laid thereon, with the cars running thereon from a point of junction with the Winona and St. Peter Railroad, in the county of Olmstead, east of the west line of the town of Eyota, in said county of Olmstead, to a point within the corporate limits of the village of Plainview, as the same existed on December 31, A. D. 1877, provided the same is so completed during the year 1878, and to a depot in said town of Elgin within one hundred rods of the center of section twenty-seven in said town, and the said railroad company will, in consideration of said bonds, at the election of said town issue to said town shares of its capital stock to the amount of forty thousand dollars. And if not so completed, with the cars running thereon, in the time above specified, then said bonds shall not be issued or delivered to said company, and said town shall be free from any obligation to said railroad company.

In testimony whereof the said Plainview Railroad Company have caused these presents to be signed by the president and secretary of said company

and sealed with its seal, at the village of Plainview, Minnesota, this twenty-first day of January, A. D. 1878.

GEO. W. VAN DUSEN,
President Plainview Railroad Company.

[OFFICIAL SEAL.]

H. BLISS,
Secretary Plainview Railroad Company.

Filed in my office this 22nd day of January, A. D. 1878.

B. H. GOULD,
Town Clerk of the Town of Elgin, Wabasha County.

54 *Notice.*

Notice is hereby given that after the twenty-ninth day of January, A. D. 1878, a petition to the proper authorities, viz, the town board of supervisors of The Town of Elgin, in the county of Wabasha and State of Minnesota, will be presented to the resident tax-payers of said town for their signatures, asking said town board of supervisors as such authorities of said town to agree to the proposition, a copy of which is as follows:

Proposition.

To the Town of Elgin, &c.

The same as in preceeding proposition until you come to the word "company" preceeding the words "in testimony whereof," then as follows, viz: "Said petition will be appended to a copy of said proposition."

In testimony whereof the said Plainview Railroad Company have caused these presents to be signed by the president and secretary of said company, and sealed with its seal at the village of Plainview, Minnesota, this twenty-first day of Jan., A. D. 1878

G. W. VAN DUSEN,
President Plainview R. R. Co.

[OFFICAL SEAL.]

H. BLISS,
Secretary Plainview R. R. Co.

Filed in this office this 23d day of Jan., A. D. 1878.

B. H. GOULD,
Town Clerk.

Copy of petition.

55 To the town board of supervisors of The Town of Elgin, in the county of Wabasha, and State of Minnesota.

We, whose names are hereto subscribed, being residents of said town, and who were assessed for taxes upon real or personal estate in said town, as shown by the last assessment roll of said town, respectfully ask you, as the proper authorities of said town, to agree to the proposition of the Plainview Railroad Company, to which this petition is appended.

Dated this 30th day of January, A. D. 1878.

Names. Names.

Filed in my office this 28th day of March, A. D. 1878.

B. H. GOULD,
Town Clerk.

Resolution.

STATE OF MINNESOTA,
County of Wabasha:

At a meeting of the board of supervisors of The Town of Elgin, held at the office of the clerk of said town on the 16th day of Nov., A. D. 1878.

Present, D. F. Ferguson, Ferdinand Hample, and D. J. Wood, supervisors.

On motion, the following preamble and resolution was unanimously adopted, to wit:

56 Whereas The Plainview Railroad Company did, on the 21st day of January, A. D. 1878, make a proposition to the town of Elgin for aid in the construction of its railroad in and by the bonds of said town in the sum of forty thousand dollars, in consideration of which said railroad company undertook and agreed to construct its railroad from the Winona St. Peter Railroad to the village of Plainview, and to a depot in said town of Elgin, within one hundred rods of the center of section twenty-seven in said town; and whereas said proposition was duly accepted by said town; and whereas said railroad company has complied with the terms of said proposition on its part, and has constructed its railroad as agreed, and the cars are now running thereon: Therefore

Resolved, that the town of Elgin forthwith issue to said Plainview Railroad Company its bonds in the sum of forty thousand (40,000) dollars to become due on or before twenty years from January 1st, A. D. 1879, with interest thereon payable semi-annually at seven per cent. per annum, and the chairman of this board and the town clerk of said town are hereby directed to sign and issue said bonds for said town; and that the issue of stock by said Plainview Railroad Company to said town of Elgin is hereby waived.

D. F. FERGUSON.
FERDINAND HAMPLE.
D. J. WOOD,
Supervisors.

Filed in this office this 16th day of November, 1878.

B. H. GOULD,
Town Clerk.

57 (Endorsed:) Filed Feb. 19, 1881. H. E Mann, clerk.

58 United States circuit court for the district of Minnesota. Term minutes, December term, A. D. 1881. December 12, 1881.

Present, Hon. George W. McCrary, Rensselaer R. Nelson, judges.

SAMUEL MARSHALL ET AL.
vs.
TOWN OF ELGIN.

On motion of plaintiffs, the defendants, by their counsel, consenting thereto, it is ordered that a reply, which is here presented to the court, may be now filed in this case, nunc pro tunc, as of the ninth day of March, 1881.

59 Circuit court of the United States, district of Minnesota.

SAMUEL MARSHALL AND CHARLES F. ILSLEY, plaintiffs,
vs.
THE TOWN OF ELGIN, DEFENDANT.

The said plaintiffs, in reply to the new matter contained in the answer of said defendant, deny each and every allegation thereof except as hereinafter specially admitted, and aver that they purchased the bonds and coupons in question on the 8th day of July, A. D. 1879, for a valuable consideration, and without any notice in fact of any of the matters relied on in defense of said action, except such as appears on the face of said bonds from the recitals therein contained, copies whereof in substance are annexed to said complaint; that said bonds were all alike except as to number, and were numbered from one to eighty, inclusive.

The said plaintiffs, further replying, admit and aver that about three months after they so purchased said bonds and coupons, and not before, they obtained information that section seven of the statute mentioned in said answer had been decided unconstitutional and void by the supreme court of the State of Minnesota, in the case of G. W. Harrington against the Plainview Railroad Company and others, reported in vol. 6 of the Northwestern Reporter, pages 777 to 781, inclusive, and to which
60 decision the plaintiffs refer for greater certainty as to the matters decided therein and thereby. And upon information and belief acquired as aforesaid, they aver that said action was tried upon the merits thereof, and judgment entered therein March 15, 1879, dissolving the injunction theretofore issued therein, and dismissing said action.

And these plaintiffs, further replying, on information and belief, acquired since their said purchase as aforesaid, admit that the proceedings under and by virtue of which said bonds and coupons were issued, are substantially set forth in said answer and exhibits thereto annexed, but whether any tax-payers who signed said petition were not electors, or were women or minors or copartnership firms, these plaintiffs have no knowledge or information sufficient to form a belief; and they admit that each and all of said bonds and coupons were and are a part of one and the same issue or series of bonds and coupons, issued as aforesaid, and all of which said bonds contain upon their face substantially the same recitals as those which are annexed to the complaint herein.

S. U. PINNEY,
Pl'ffs' Att'y.

EASTERN DISTRICT OF WISCONSIN, *ss:*

Charles F. Ilsley, one of said plaintiffs, being duly sworn, says that he is one of the plaintiffs above named; that he has heard read the foregoing reply and knows the contents thereof, and that the same is true of his own knowledge except as to those matters therein stated on information and belief, and as to those matters he believes it to be true.

C. F. ILSLEY.

Subscribed and sworn to before me this 1st day of Dec., 1881.
[SEAL OF COURT.] EDWARD KURTZ,
Clerk U. S. Circuit Court East'n Dist. of Wisconsin.

(Endorsed:) Filed Dec. 13, 1881. Nunc pro tunc as of M'ch 9, 1881. H. E. Mann, clerk.

61 United States circuit court, district of Minnesota.

SAMUEL MARSHALL AND CHARLES F. ILLSLEY
vs.
THE TOWN OF PLAINVIEW.

SAME, PLAINTIFFS,
vs.
THE TOWN OF ELGIN.

It is agreed in these two cases that jury trial be, and is hereby, waived and that the cases be set for trial before the judges of said court on a day certain, not earlier than June 28, 1881, to be fixed by consent of the court at its opening or as soon thereafter as counsel can be heard. It is also agreed that this case and that of same plaintiffs vs. Town of Elgin be tried together.

S. U. PINNEY, *Att'y for Plaintiffs.*
ROBERT TAYLOR & A. J. EDGERTON,
Att'ys for Def'ts.

(Endorsed:) Filed June 21, 1881. H. E. Mann, clerk.

United States circuit court, district of Minnesota.

SAMUEL MARSHALL AND CHARLES F. ILSLEY
vs.
THE TOWN OF PLAINVIEW.

SAME, PLAINTIFFS,
vs.
THE TOWN OF ELGIN.

62 It is hereby stipulated and agreed between the attorneys of the respective parties to these actions as follows, to wit:

1. That all the coupons described in the complaint in these actions are attached to or were taken from bonds of the same issue and date and of like tenor as those copies of which are annexed to the said complaints, and were purchased by the said plaintiffs with the said bonds before being de tached therefrom.

2. The printed paper book in the case of George W. Harrington against the Plainview Railroad Company et al., in the supreme court of Minnesota, shall be put in evidence in these actions on the trial thereof as a true copy of the record in that case. The plaintiff therein (Harrington) appealed to the State supreme court from the order of the district court denying a new trial, and perfected his said appeal March 12, 1879; on March 15, 1879, judgment was entered in and by the district court, dissolving the injunction and dismissing the action, and on March 16, 1879, the bonds in question of the Town of Plainview were issued. The decision of the State supreme court upon said appeal was made October 6, 1880, and is reported in volume 6, Northwestern Reporter, pages 777 to 781, inclusive.

An appeal was also taken by said Harrington to said supreme court from said judgment Sept. 12, 1879, but it has never been brought to trial in the supreme court, and the said decision so reported as aforesaid is the only decision of said supreme court in that case.

63 The plaintiffs in these actions were not parties in any manner to said action of Harrington vs. The Plainview Railroad Company et al. True copies of the proposition, notice, petition (except signatures), and resolutions in the proceedings in each of said towns are attached to the respective answers in these actions.

3. That the plaintiffs purchased the bonds & coupons in question July 9th, 1879, for value and without notice in fact of any of the matters relied on in defense, except such as appears upon the face of the said bonds.

4. The only matters relied on in defense are:

First. That the provisions of chapter 106 and particularly of section 7 of chapter 106 of the general laws of the year 1877 of the State of Minnesota, under which the bonds and coupons in question were issued were and are unconstitutional and void.

Second. That the decision of the supreme court of the State of Minnesota in the said case of Harrington vs. The Plainview Railroad Company et al., is conclusive and binding in respect to said first point upon the United States courts as an exposition and construction of the constitution of the State of Minnesota.

Dated June 20, 1881.

ROBERT TAYLOR,
Att'y of each of said Def'ts.
S. U. PINNEY,
Att'y for Plaintiff.

(Endorsed:) Filed June 21, 1881. H. E. Mann, clerk.

64 United States circuit court, district of Minnesota.

SAMUEL MARSHALL AND CHARLES F. ILSLEY
vs.
THE TOWN OF PLAINVIEW.

SAME, PLAINTIFFS,
vs.
THE TOWN OF ELGIN.

It is agreed in these cases that all the bonds in question and from which all coupons in question were detached, were registered pursuant to section 143 of chapter 11 of the general statutes of Minnesota (Young's revision of 1878.)

That the State auditor, pursuant to section 145 of said chapter 11, did each year after the issue of the bonds in question, certify to the county auditor of the county of Wabasha in which the defendant towns were situated, the amount of tax required to meet the annual interest accruing upon said bonds; that thereupon a tax was levied and extended by said county auditor upon the taxable property in said towns to meet such interest accruing on said bonds for each of the two first years, and such taxes were collected by and paid to the county treasurer of said county,

65 in the usual manner of collecting taxes and as provided by said sec-

tion 145. That with such taxes so levied and collected, the one year's coupons first becoming due were paid and canceled by said county treasurer pursuant to section 147 of said chapter 11, and that the second year's coupons of which those in suit are part have not been paid.

Dated June 30, 1881.

ROBERT TAYLOR,
G. E. COLE,
Att'ys for Def'ts.
S. U. PINNEY,
Pl'ffs' Att'y.

(Endorsed:) Filed June 30, 1881. H. E. Mann, clerk.

66 United States circuit court for the district of Minnesota. Term minutes, June term, A. D. 1881. June 30, 1881.

Present, Hon. George W. McCrary, Hon. Rensselaer R. Nelson, judges.

SAMUEL MARSHALL ET AL.
vs.
THE TOWN OF ELGIN.

This cause came on for trial before the court without a jury, trial by jury having been duly waived by stipulation of the parties, by their attorneys, in writing, on file.

S. U. Pinney, esq., opens the case on the part of the plaintiffs.

Plaintiffs introduce documentary evidence.

A. B. W. Norton is sworn and examined as a witness for plaintiffs. Plaintiffs rest.

After sundry verbal admissions defendant rests. Gordon E. Cole, esq., argues the case for the defendant.

67 United States circuit court for the district of Minnesota. Term minutes, June term, A. D. 1881. July 1, 1881.

Present, Hon. George W. McCrary, Hon. Rensselaer R. Nelson, judges.

SAMUEL MARSHALL ET AL.
vs.
THE TOWN OF ELGIN.

This cause coming on for further trial before the court, the parties appeared by their respective attorneys, and was further argued on the part of the defendant by Gordon E. Cole, esq., and on the part of the plaintiffs by Thomas Wilson, esq., and was submitted to the court and taken under advisement. The parties are allowed to file written or printed briefs.

68 United States circuit court, district of Minnesota.

SAMUEL MARSHALL ET AL.
vs.
THE TOWN OF ELGIN.

SAME
vs.
THE TOWN OF PLAINVIEW.

69 These actions are brought to recover the amount of coupons

which were attached to bonds issued by the towns of Elgin and Plainview, in this district, the plaintiffs being owners of the bonds and coupons, and also to recover the amount of coupons owned by them taken from bonds held by other parties, to whom the plaintiffs had sold them. The bonds and coupons were issued to the Plainview Railroad Company by the Town of Plainview, March 16, 1879, and by the Town of Elgin about January 1, 1879, under chapter 106, general laws of Minnesota, 1877, and were purchased by the plaintiffs July 9, 1879, for value, and without notice of any of the matters relied on as defences, except such as appear on their face.

Section 3 of the act referred to provides that no bonds shall be issued until a mutual agreement in relation to the construction of a railroad shall have been arrived at.

Section 4 enacts that a railroad company desiring aid in the construction of its road shall make a proposition in writing which shall contain a statement of the amount of the bonds of the town desired, and when they are to be delivered, which shall be filed with the auditor or clerk.

Section 7 declares that one mode of arriving at the mutual agreement required shall be:

"First. That within three months after filing a proposition the railroad company shall cause notice to be given that after a day named a petition to the proper authorities, asking them to agree to such proposition, will be presented to the resident tax-payers, and to the petition shall be appended a copy of the proposition. Second. If, within four months after the filing of such proposition with such clerk, * * * the railroad company shall deliver to such clerk a substantial copy or copies of such proposition so filed with such petition, to the proper authorities of such town, asking such authorities to agree to such proposition appended thereto, bearing the signatures of a majority of the persons residing in such * * * town, * * * who were assessed for taxes upon real or personal estate in such * * * town, * * * as shown by the last assessment roll of the district of which aid is desired, which signatures shall be verified by the affidavit of some person witnessing such signatures, then such mutual agreement, for the issue of bonds by such municipality, and of the stock of such railroad company, shall be deemed and considered to have been arrived at and perfected, and thereupon such bonds shall be issued and delivered, in conformity with the true intent and meaning of such proposition, and with the provisions of this act."

Each bond contains the following recital:

"This bond is issued in pursuance of a mutual agreement between said town and said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said
70 town, upon petition therefor, signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by the said railroad company on its part.

"This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town."

In the case of the Town of Plainview, at or about the time the railroad had complied, on its part, with the mutual agreement, one George

Harrington, a tax-payer of that town, brought an action in the district court of the State against the town officers and the Plainview Railroad Company to restrain the town officers from executing and delivering the bonds as stipulated, for the alleged reason that the act under which they were issued (section 7, c. 106, laws of Minnesota for 1877), which provides for arriving at a mutual agreement between the railroad company and the town by proposition and petition of a majority of the resident tax-payers was unconstitutional and void. A temporary injunction was issued to restrain the execution and delivery of the bonds. The cause was tried January 27, 1879, upon stipulated facts, and among other things it was admitted at the trial—

"That, relying on and induced and influenced by the proceedings set out, and particularly by the resolution of the board of supervisors, the Plainview Railroad Company constructed and had, before the commencement of that action, its line of road constructed, and has had the same graded and the ties and iron laid thereon, with the cars running thereon from a point of junction with the Winona & St. Peter Railroad, in the county of Olmsted, east of the west line of Eyota, in said county, to a point within the corporate limits of the village of Plainview, as the same existed December 31, 1877, and had, in all respects, complied with the terms and conditions specified in the proposition by it to be performed."

The district court held the act valid, and found for the defendants. A motion for a new trial, made by the plaintiff, was denied March 11, 1879, and he appealed from such denial to the supreme court of Minnesota on the next day. Three days afterwards judgment was entered by the district court dissolving the injunction and dismissing the action, and on the next day the town issued the bonds in question. On the sixth of October, 1880, the supreme court of Minnesota, having heard the appeal, decided that the act under which the bonds were issued (chapter 106, § 7 laws, 1877) was unconstitutional and void.

S. U. Pinney and Thos. Wilson, for plaintiffs.

Gordon E. Cole and Robt. Taylor, for defendants.

71 NELSON, D. J.

These cases are tried together without a jury. The only matters relied on in defence are:

First. That the provisions of chapter 106, gen. laws, Minnesota, 1877, and particularly of section 7, under which the bonds and coupons issued, were unconstitutional and void.

Second. That the decision of the supreme court of Minnesota, in the case of Harrington v. The Plainview Railroad Co. is conclusive and binding in respect to the first point upon the Federal courts as an exposition and construction of the constitution of the State of Minnesota.

The view taken by the court will render it necessary to consider only the second defence urged. The following propositions must control the decision:

First. The recitals in the bonds are conclusive evidence in favor of the plaintiffs, who purchased without other information than that which appears upon their face, that all the conditions precedent prescribed in the law had been complied with.

Second. If the law under which the bonds issued had been sustained

and recognized as valid by the highest court of the State at the time, no subsequent act of the judiciary can impair their validity in the hands of the plaintiffs.

The bonds, on their face, refer to the law under which power to issue them was given by the legislature, and the coupons, though detached, are described with sufficient certainty in the complaint, and the evidence is plain that they belonged to the bonds issued. If the bonds are valid obligations, the coupons are identified and follow the bonds, so that, if the second proposition can be applied, the plaintiffs are entitled to recover.

In State ex rel. v. Town of Highland, 25 Minn., 355, a case arose under the act of 1877, and section 7 was before the supreme court of the State. Proceedings for a mandamus to compel the town of Highland to comply with the mutual agreement entered into as prescribed by this section were instituted, and, on motion to quash the alternative writ which had issued, the respondent's counsel presented and urged, in a written brief, among other things, the following, as appears by the records on file, but not given in the report of the case, viz:

"Fourth. Because the act of 1877, c. 106, in so far as it attempts to empower a majority of the tax-payers of a town, by means of a petition, to enter into and bind the town by agreement, is unconstitutional and void."

The court, in its decision, after citing the principal provisions of the act, say:

"We think the following propositions clearly deducible: First, The statute authorizes a town to aid the construction of railroads. It does not authorize aid to roads already constructed. The idea of the law-
maker unquestionably was to authorize aid to be given to roads
72 which were believed to require aid to secure their construction,
and not to roads which had been constructed without such aid. Second. The aid is to be rendered by the making of a mutual agreement between the town and the railroad company, by which the town is legally bound to issue its bonds to or for the use of the company, upon performance by the latter of its part of the agreement, and by the issue of bonds accordingly. Third. Until the mutual agreement is arrived at and perfected, as provided in section 7, no legal liability or obligation whatever is imposed upon or incurred by the town in the premises. In other words, unless an agreement is arrived at and perfected, as there provided, all steps which may have been taken with the intent of arriving at and perfecting one, or looking in that direction, are absolute nullities."

Here was a recognition, in my opinion, of the validity of this law, and a full and comprehensive construction of the section. It is true the court did not consider the constitutional question, but the decision did not express a doubt, and at least favored its validity. This decision was rendered January 10, 1879, and at that time the bonds, with the coupons in suit of the Town of Elgin, had been issued and were in the market as commercial securities. The Plainview Railroad Company had also entered into an agreement with the Town of Plainview, and by the construction of its road was entitled to receive town bonds, when a suit was commenced in the district court of the State, by a tax-payer and citizen of the town, entitled Harrington v. Town of Plainview et al., to enjoin and restrain their issue, and a preliminary injunction issued. This suit was subsequently

tried, and the action was dismissed by the court, and the injunction dissolved, and the town issued its bonds. An appeal to the supreme court of the State was taken by Harrington, and, among other things, it was argued on the hearing that section 7 of the act was unconstitutional, and it was so declared by the court. It is insisted that this decision of the highest court of the State is binding, and the defendants entitled to judgment. Such is not my opinion. The Federal courts, it is true, generally follow the adjudications of the highest courts of the State in the construction of its statutes, but exceptions are recognized, and these cases fall within the rule laid down in The City v. Lamson, 9 Wall., 477, which is, briefly, where a decision of the highest judicial tribunal at the time the bonds issued favors the validity of the law under which they issued, a subsequent decision impairing their validity will not be followed to the prejudice of bona fide holders.

To the same effect is Douglass v. Pike Co., 101 U. S., 687:

"We have no hesitation in saying that the rights of the parties are to be determined according to the law as it was judicially construed to be when the bonds in question were put on the market as commercial paper."

See collated authorities in Dillon on Municipal Corporations.

73 The question, as stated by the court in that case, is not so much whether the last decision was right as whether it should be followed.

These bonds having been purchased by the plaintiffs before the decision in the Harrington case, and no previous expression by the court other than that contained in State v. Town of Highland, are "clean obligations to pay" not affected by the last decision.

It is urged that the bonds are invalid in the plaintiffs' hands by the fact that they were purchased during the pendency of the suit in which the law was held to be unconstitutional. The answer to this proposition is that the plaintiffs were not parties to, and had no knowledge of, that suit; and the rule that all persons are bound to take notice of a pending suit does not apply to negotiable securities (97 U. S., 96).

The plaintiffs are entitled to judgment in each case, and it is so ordered.

McCRARY, C. J. I concur in the conclusions reached in the foregoing opinion, as well as in the reasons by which they are supported.

Filed Sept. 27, 1881.

H. E. MANN, *Clerk.*

74 United States circuit court for the district of Minnesota. Term minutes, June term, A. D. 1881. September 27, 1881.

Present, Hon. George W. McCrary, Hon. Rensselaer R. Nelson, judges.

SAMUEL MARSHALL ET AL.
vs.
THE TOWN OF ELGIN.

This cause having been heretofore tried before the court without a jury and submitted and by the court taken under advisement, and the court having fully considered the same and filed its written decision and opinion, it is ordered that judgment in favor of the plaintiffs and against the defendant be entered pursuant thereto.

75 United States circuit court for the district of Minnesota. Term minutes, June term, A. D. 1881. October 11, 1881.

Present, Hon. Rensselaer R. Nelson, judge.

SAMUEL MARSHALL AND CHARLES F. ILSLEY
vs.
THE TOWN OF ELGIN.

The issues joined in this action came on to be tried before the court without a jury, before the Hon. G. W. McCrary, circuit judge, and the Hon. R. R. Nelson, district judge, holding the court. A trial of said issues by jury having been duly waived by a stipulation in writing on file herein, and the court having heard the evidence and the arguments, finds as facts: First. That the bonds and coupons mentioned in the complaint were duly issued by the defendant on the 1st day of January, A. D. 1879, to the Plainview Railroad Company under and pursuant to chapter one hundred and six of the general laws of Minnesota for 1877, and were purchased by the plaintiffs July 9, 1879, for value, and without notice of any of the matters relied on as defenses, except such as appear on the face of such bonds, copies whereof are annexed to the complaint, and that the plaintiffs still own the same, and that the amount due on said bonds and
76 coupons and sued for in this action is the sum of one thousand six hundred and sixty dollars and seventy-five cents ($1,660.75.)

Second. The said bonds and coupons were issued in pursuance of a mutual agreement between said defendant and the said Plainview Railroad Company, arrived at pursuant to the provisions of section seven of said chapter one hundred and six, by which said town was to aid in the construction of the railroad of said company by an issue of its bonds in the sum of thousand dollars, in consideration of which said company undertook and agreed to construct its railroad from the Winona and St. Peter Railroad to a point within the village of Plainview, which was fully complied with on the first day of November, A. D. 1878, by said railroad company, and were so issued pursuant to a resolution of the board of town supervisors of said town passed Nov. 16, 1879.

Third. At or about the time said agreement was so complied with, one George Harrington, a tax-payer of the town of Plainview, in said county, brought an action in the district court of Minnesota for Wabasha County against the supervisors and town clerk of said Town of Plainview and the Plainview Railroad Company, to restrain the town officers from issuing and the railroad company from receiving said bonds as stipulated, alleging that the act under which they were issued (sec. 7, chap. 106, gen. laws Minn., 1877) was unconstitutional and void, and a temporary injunction was issued to restrain the execution and delivery of the bonds. A trial of the action upon stipulated facts was had January 27, 1879,
77 and among other things it was admitted that, relying on and induced and influenced by the proceedings set out, and particularly by the resolution of the board of supervisors, the Plainview Railroad Company constructed and had, before the commencement of that action, its line of road constructed, and has had the same graded, and the

ties and iron laid thereon, with the cars running thereon from a point of junction with the Winona & St. Peter Railroad, in the county of Olmstead, east of the west line of Eyota, in said county, to a point within the corporate limits of the village of Plainview, as the same existed December 31, 1877, and had in all respects complied with the terms and conditions specified in the proposition by it to be performed. The district court held the act valid, and found for the defendants. A motion for a new trial made by the plaintiff was denied March 11, 1879, and from such denial he appealed on the next day to the supreme court of Minnesota. Three days afterward judgment was rendered for the defendants dissolving the injunction and dismissing the action. On the 6th day of October, 1880, after the plaintiffs had so purchased said bonds and coupons, the supreme court of Minnesota, having heard the appeal, decided that section seven (7) of said chapter 106, under which said bonds and coupons were issued, was unconstitutional and void.

About two months after the plaintiffs purchased said bonds and coupons, the plaintiff in said action appealed from the final judgment therein, but such appeal has not been heard or determined. The plaintiffs in this action were not in any manner parties to said action of Harrington against The Plainview Railroad Company et al.

78 Fourth. Before the plaintiffs purchased said bonds and coupons the case of the State, ex rel., vs. Highland, 25 Minn., 355, under section seven of said chapter 106, had been determined by the supreme court of Minnesota, and in that case it was insisted by the respondent's counsel that the alternative writ of mandamus should be quashed, "Because the act of 1877, chapter 106, in so far as it attempts to empower a majority of the taxpayers of a town by means of a petition to enter into and bind the town by agreement, is unconstitutional and void."

Fifth. All the bonds in question, and from which all the coupons in question were detached, were registered pursuant to section 143 of chapter 11 of the general statutes of Minnesota (Young's revision of 1878). The State auditor, pursuant to section 145 of chapter 11, did each year after issue of the bonds in question certify to the county auditor of the county of Wabasha, in which the defendant town is situated, the amount of tax required to meet the annual interest accruing upon said bonds; thereupon a tax was levied and extended by said county auditor upon the taxable property in said town to meet such interest accruing upon said bonds for each of the two first years, and such taxes were collected by and paid to the county treasurer of said county in the usual manner of collecting taxes, and as provided by said section 145. With such taxes so levied and collected, the one year's coupons first becoming due, were paid and cancelled by said county treasurer pursuant to section 147 of chapter 11, and the second year's coupons, of which those in suit

79 are part, have not been paid. True copies of the proposition, notice, petition (except signatures), and resolutions in the proceedings of the Town of Elgin to issue said bonds are attached to the defendant's answer.

Sixth. The only objections made to the plaintiffs' recovery are—

First. That the provisions of chap. 106, general laws of Minnesota of 1877, and particularly of section 7, under which the bonds and coupons issued, are unconstitutional and void.

Second. That the decision of the supreme court of the State of Minnesota

in the case of Harrington vs. The Plainview Railroad Company et al., is conclusive and binding in respect to the first point upon the Federal courts, as an exposition and construction of the constitution of the State of Minnesota.

And the court now being sufficiently advised of and concerning its opinion herein, now, on motion of S. U. Pinney, attorney for the plaintiffs, it is considered and adjudged that the said plaintiffs, Samuel Marshall and Charles F. Illsley, do have and recover against the said defendant, The Town of Elgin, the said sum of one thousand six hundred and sixty dollars and seventy-five cents, their damages aforesaid, together with the sum of thirty-six dollars and ten cents for their costs and disbursements in this action, amounting in the whole to the sum of sixteen hundred ninety-six dollars and eighty-five cents, and that they have execution therefor, according to law.

Judgment record signed this 11th day of October, 1881.

H. E. MANN, *Clerk.*

$1,660.75; 36.10—$1,696.85.

80 (Endorsed:) Let the within finding and judgment be filed and entered.

By the court:

R. R. NELSON, *Judge.*

Filed Oct. 11, 1881. H. E. Mann, clerk.

81 Circuit court of the United States of America, for the district of Minnesota.

SAMUEL MARSHALL ET AL. *vs.* TOWN OF ELGIN. } No. . term, 188 .

Judgment, , 188 . Damages, $. attorneys.

Clerk's fees:

Writ	1 20	
Filing papers, 15, 1 oath	1 60	
1 subpœnas	25	
Entries and record, 42 folios	5 30	
Certified copies of papers in judg't roll	1 85	
Dockets, indexes, and services	3 00	
Execution	1 20	
P't'g d'ck't	50	
		14 90

Marshal's fees:

On writ, 11.20		11 20

Attorney's fees:

Docket fee		10
Costs taxed at $36.10		$36 10

H. E. MANN, *Clerk.*

ST. PAUL, Oct. 21, 1881.

82 (Indorsed :) U. S. circuit court, district of Minnesota. Samuel Marshall et al. vs. Town of Elgin. Bill of costs. Filed Oct. 21, 1881. H. E. Mann, clerk.

83 United States Supreme Court.

THE TOWN OF ELGIN, PLAINTIFF IN ERROR,
SAMUEL MARSHALL AND CHARLES F. ILSLEY,
vs.
defendants in error.

Know all men by these presents, that we, William H. Lyon, the chairman of the board of supervisors of the Town of Elgin, in the county of Wabasha and State of Minnesota, as principal, and Benjamin Winter and Elijah Ordway, of said county of Wabasha, as sureties, are held and firmly bound unto Samuel Marshall and Charles F. Ilsley in the sum of three thousand dollars, to the payment of which well and truly to be made to the said Marshall and Ilsley, their heirs, executors, administrators, and assigns, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals this 18th day of November, A. D. 1881.

The condition of this obligation is such that whereas the above-named Town of Elgin has sued out a writ of error returnable to the Supreme Court of the United States to remove thereto a judgment rendered, entered, and docketed in favor of the said Samuel Marshall and Charles F. Ilsley and against said Town of Elgin, in the circuit court of the United States within and for the district of Minnesota, on the eleventh day of October, 1881:

Now, therefore, if said Town of Elgin shall prosecute said writ of error to effect, and if it fails to make its plea good, shall answer all
84 damages and costs, then this obligation shall be void; otherwise in full force and effect.

W. H. LYON [SEAL.]
BENJAMIN WINTER. [SEAL.]
ELIJAH ORDWAY. [SEAL.]

Signed & sealed in presence of—
W. T. ADAMS,
B. H. GOULD.

STATE OF MINNESOTA,
County of Wabasha, ss:

On this 18th day of November, A. D. 1881, before me, a notary public within and for said county and State, personally appeared Wm. H. Lyon, chairman of the board of supervisors of the Town of Elgin, and Benjamin Winter and Elijah Ordway, to me well known to be the same persons who executed the foregoing bond, and they each acknowledged that they executed the same voluntarily for the uses and purposes therein expressed.

[NOTARIAL SEAL.]

W. T. ADAMS,
Notary Public.

STATE OF MINNESOTA,
County of Wabasha, ss:

Benjamin Winter and Elijah Ordway, being duly sworn, each for himself, doth say that he is one of the sureties above named; that he is a resident and freeholder of the State of Minnesota, and worth the amount of three thousand dollars, specified in the foregoing bond, above his debts and liabilities, and exclusive of his property exempt from execution.

BENJAMIN WINTER.
ELIJAH ORDWAY.

Subscribed & sworn to before me this 18th day of November, A. D. 1881.

[NOTARIAL SEAL.] W. T. ADAMS.
Notary Public.

(Endorsed:)
Bond approved, & supercedeas granted, and writ of error allowed.
Nov. 22, '81.

R. R. NELSON, *Judge.*

Filed Nov. 22, 1881. H. E. Mann, clerk.

86 *Assignment of errors.*

UNITED STATES OF AMERICA:

United States Supreme Court.

THE TOWN OF ELGIN, PL'FF IN ERROR,
vs.
SAMUEL MARSHALL AND CHARLES F. ILSLEY,
d'f'ts in error.

The above-named Town of Elgin, having sued out a writ of error from the Supreme Court of the United States to remove thereto a judgment rendered in the above-entitled action in favor of the plaintiffs, Marshall and Ilsley, and against the defendant, The Town of Elgin, on the eleventh day of October, 1881, assigns the following errors in said judgment, for which the same should be reversed:

1st. The court erred in holding that the act or portion of act under which the bonds and coupons in controversy were issued, to wit, section 7 of an act of the legislature of Minnesota, entitled "An act to authorize municipal corporations to aid in the construction of railroads," approved March 5, 1877, is a valid and constitutional law, and that the same does not conflict with the constitution of the State of Minnesota.

2d. That the decision of the supreme court of the State of Minnesota, in the case of Harrington vs. The Plainview Railroad Company, is not conclusive and binding upon the United States court as an exposition and construction of the constitution of the State of Minnesota.

That any acts or omission to act of said town or any collection of taxes in payment of interest coupons set forth in the record can operate to
86 estop or prevent said town from setting up and relying upon any

legal objection to the validity of said bonds or any defense thereto.
Dated Nov. 18, 1881.

GORDON E. COLE AND
ROBERT TAYLOR,
Attorneys for Defendant, The Town of Elgin.

(Endorsed:) Filed Nov. 22, 1881. H. E. Mann, clerk.

87 UNITED STATES OF AMERICA, *ss:*

To Samuel Marshall and Charles F. Illsby, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be held at Washington, in the District of Columbia, on the second Monday in October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States, in and for the district of Minnesota, in the eighth circuit, wherein the Town of Elgin is plaintiff, and you are defendant in error, to show cause if any there be, why the judgment in said writ of error mentioned should not be corrected, and speedy justice done to the parties in that behalf.

Witness the honorable Morrison H. Waite, Chief Justice of the said Supreme Court of the United States, this twenty-second day of November, in the year of our Lord 1881.

R. R. NELSON,
District Judge, District of Minnesota, and one of the Judges of said Circuit Court.

88 (Indorsed:) Original. C. 112. Law. Samuel Marshall et al. v. The Town of Elgin. Citation.

Due service of the within citation is admitted this 26 day of November, A. D. 1881.

S. U. PINNEY,
Attorney of Def'ts in Error.

Filed Nov. 29, 1881. H. E. Mann, clerk.

(Indorsed:) United States circuit court, district of Minnesota. Samuel Marshall et al. vs. Town of Elgin. Return to U. S. Supreme Court.

(Indorsement on cover:) No. 803. The Town of Elgin, plaintiff in error, vs. Samuel Marshall and Charles F. Ilsley. Minnesota C. C. U. S. Filed 3rd February, 1882.

16-578

FILED
OCT 12 1882

SUPREME COURT

OF THE UNITED STATES.

TOWN OF ELGIN, PLAINTIFF IN ERROR,

versus

SAMUEL MARSHALL AND CHARLES F. ILLSBY,
DEFENDANTS IN ERROR.

TOWN OF PLAINVIEW, PLAINTIFF IN ERROR,

versus

SAME, DEFENDANTS IN ERROR.

Brief and Argument for Plaintiffs in Error.

GORDON E. COLE,
Attorney for Plaintiffs in Error.

FARIBAULT REPUBLICAN PRINT.

SUPREME COURT OF THE U. S.

THE TOWN OF ELGIN, PLAINTIFF IN ERROR,

versus

SAMUEL MARSHALL AND CHARLES F. ILLSBY.

THE TOWN OF PLAINVIEW *versus* SAME.

These two cases involving precisely the same questions, and having been argued together in the court below, will be so argued here.

STATEMENT OF THE CASE.

It is stipulated in the record that both these actions be tried together; page 96, record. It appears by the pleadings and is found by the court as a fact that the plaintiff in the court below defendant in error here, in the first case is the owner and holder of fifteen of the bonds to which the interest coupons on which he sues are attached, which are of the denomination of five hundred dollars each, and in the last case of seventeen such bonds in addition to the interest accrued and sued for.

Pages 1 *to* 15 *and folio* 76, *page* 103, *record in Elgin case.*
Pages 12 *to* 17, *folio* 98, *page* 112, *Plainview case.*

These actions are brought by the defendants in error against the respective municipalities, plaintiffs in error, to recover the interest accruing upon coupons attached to certain bonds issued by the defendant towns purchased and held by the defendants in error. The form of the bonds issued by both towns is precisely alike, and the following bond and coupon will serve as a specimen.

No. 33. UNITED STATES OF AMERICA. $500

STATE OF MINNESOTA, COUNTY OF WABASHA, TOWN OF ELGIN.

Know all men by these presents, that the town of Elgin, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the State of Minnesota, in the sum of five hundred dollars, ($500) which sum the said town of Elgin hereby promises to pay the said Plainview Railroad Company or to the bearer hereof, at the office of the Treasurer of the State of Minnesota or at such other place in said State as is or may be designated by law, on or before the 1st day of January, 1879, together with interest thereon, from the date hereof, until such principal sum shall be paid, at the rate of seven per cent per annum, which interest shall be payable annually on the first day of January of each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company and duly accepted by said town upon petition therefor signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota and in compliance with a resolution of the board of supervisors of said town, in testimony whereof the said town of

Elgin has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Elgin this 1st day of January, 1879.

Then follows signature of said officers and seal.

The following is a specimen of the coupons attached and sued on:

$35. $35.

The town of Elgin will pay to the holder hereof on the 1st day of January, 1881, at the office of the Treasurer of the State of Minnesota or at such other place in said State as is or may be designated by law, thirty-five dollars for one year's interest on bond No. 33.

Signature of chairman and clerk.

These bonds were issued under and in pursuance of Section 7 of the general laws of the State of Minnesota for 1877. That act, so far as is material here, embodies the following provisions:

Section 1 provides as follows: Any county, town, incorporated city or incorporated village in this State is hereby authorized and empowered in the manner herein provided to aid in the construction of any railroad in this State to be constructed by any railroad company for public use, by authority of any law of the State in the manner hereinafter provided, and which will promote the general prosperity and welfare of the tax payers of such municipality, and the mutual agreement hereinafter referred to when the same shall be arrived at shall be conclusive evidence that said railroad will so promote the general prosperity and welfare of the tax payers of such municipality.

SEC 2. The aid to be contributed to the construction of any such railroad by any such county, town, city or village, shall be by the bonds of such municipality to be issued to or for the use of such railroad company; in consideration of which such municipality shall at its election be entitled to receive from such railroad company such number of the shares of its capital stock as will at the par value of such stock correspond with the principal sum of such bonds.

SEC. 3. No such bonds shall be issued to or for the use of any such railroad company, and no such stock shall be issued to any such municipality until a mutual agreement in relation thereto shall have been arrived at in the mode hereinafter specified, and when such mutual agreement shall have been arrived at in either one of such modes, the proper officers of such municipality shall be authorized and required to issue and deliver such bonds in conformity with the mode so agreed on, and the stock of such railroad company shall also be issued in conformity therewith in case such municipality shall have elected to take stock.

SEC. 4. Whenever any such railroad company specified in the first section of this act shall desire aid in the construction of its railroad from any county, town, city or village specified in said first section, it shall make and deliver to the County Auditor of such county, the town clerk of such town, or the clerk of such incorporated city or village, as the case may be, a definite proposition in writing, signed by the president and secretary of said railroad company and sealed with its seal, which proposition shall contain a statement of the amount of bonds desired, the time when payable and whether payable before maturity at the option of such municipality, the rate of interest which they shall bear, and such proposition shall contain a statement specifying when said bonds are to be delivered, with reference to the entire or partial construction of said railroad, may contain a statement that such bonds may be deposited in escrow prior to delivery to the railroad company; and such proposition shall contain a statement that the railroad company will, in consideration of said bonds, at the election of said municipality, issue to the municipality from which it is to receive the same, such number of the shares of its capital stock as will at par value of such stock correspond with the principal sum of said bonds. In case such bonds are proposed to be deposited in escrow as aforesaid, the proposition shall also state that the certificate of stock to be exchanged therefor shall be placed with the same depository at the same time, and in that case the proposition shall set forth the full name and residence of the trustee or trustees, who shall be the custodian of the stock of said company and of the bonds of such city, vil-

lage, town or county. The auditor or clerk with whom any such proposition shall be filed shall immediately indorse thereon the date of its receipt by him, and transcribe the same into the record book of the county, town, city or village, as the case may be, of which he is such clerk.

SEC. 5. The mode of arriving at such mutual agreement as is hereinbefore specified is as follows: This section then proceeds to provide for arriving at said agreement in the alternative by an election, but as the bonds in controversy were not issued pursuant to its provisions, it is not necessary to quote it at length, except the following proviso "that the board of county commissioners of any such county, or the board of supervisors of any such town, or the common council of any such city or village, may, in case it shall deem it for the interest of such county, town, city or village to do so, waive the issuance by such railroad company of any such stock to any such county, town, village or city." When we come to the action of the supervisors of the respective towns, plaintiffs in error, we shall see that the issue of stock was under this authority waived.

Section 6 is not material here.

We now come to section 7 which prescribes the proceedings under and pursuant to which the bonds in controversy were issued.

SEC. 7. Another mode of arriving at such mutual agreement shall be as follows:

First—Within three months after the filing of any such proposition, as is specified in the fourth section of this act, with any county auditor, town clerk or clerk of any city or village, as the case may be, the said railroad company shall cause notice to be given as prescribed in the fifth section of this act, in three public places in each election precinct in the district in which aid is desired, stating that after a day named in such notice, which shall be at least five days after its date, a petition to the proper authorities of such county, town, city or village will be presented to the resident taxpayers of such county, town, city or village for their signatures, asking such authorities to agree to such proposition, and such petition shall be appended to a substantial copy of such proposition.

Second—If within four months after the filing of such

proposition with any such county auditor, town clerk, or clerk of any city or village, as the case may be, the said railroad company shall deliver to such clerk, a substantial copy or copies of such proposition so filed with such petition to the proper authorities of such county, town, city or village, asking such authorities to agree to such proposition appended thereto, bearing the signatures of a majority of the persons residing in such county, town, city or village who were assessed for taxes upon real and personal estate in such county, town, city or village, as the case may be, as shown by the last assessment roll of the district of which aid is desired, which signatures shall be verified by the affidavit of some person witnessing such signatures, then such mutual agreement for the issue of bonds by such municipality and of stock by such railroad company shall be deemed and considered to have been arrived at and perfected, and thereupon such bonds and stock shall be issued and delivered in conformity with the true intent and meaning of such proposition and with the provisions of this act.

Sections 8 and 9 are not material.

SEC. 10. If any officer upon whom any duty is imposed by this act shall wilfully fail faithfully and promptly to discharge the same as by this act required, he shall be liable to the party or parties aggrieved for all actual damages suffered by such party or parties by reason of such failure.

SEC. 11 is immaterial, except, perhaps, the concluding portion which is as follows: "All bonds issued under this act by any county, town, city or village shall be officially signed by the proper officers thereof as aforesaid, and sealed with its corporate seal, if it have one, and in case of a town it shall be the duty of the county clerk of the county in which said town is situated, if requested to do so, to add to each of said bonds a certificate, under the seal of the county, to the effect that the town officers subscribing the bonds are in fact such officers, and that he believes the signatures thereto to be genuine."

Sections 12, 13 and 14 are immaterial here, except the last clause of section 14, which is as follows: "If such an agreement shall be arrrived at in the manner herein provided it shall be the duty of the proper officers of such county,

town, city or village, from time to time, to levy and collect a tax, in the same manner as general taxes are levied, of sufficient amount to pay the installments as the same shall fall due, according to the terms of such agreement."

The following proceedings were had by the towns plaintiffs in error, respectively, and the bonds in controversy were issued under and in pursuance of said proceedings—*folio* 78, *page* 104; *pages* 101 *to* 104, *folio* 85; *page* 107, *record Plainview case*; *pages* 92 *to* 95, *see folio* 63, *page* 95, *folio* 63, *page* 97, *record Elgin case*—and are substantially alike in both cases, except difference in names of towns and officers thereof. We print those relating to the town of Elgin as a specimen of both.

PROPOSITION.

To the town of Elgin in the county of Wabasha and State of Minnesota, and to the town clerk of said town.

The Plainview Railroad Company, a corporation existing and organized under the laws of the State of Minnesota, respectfully represent that the said company desire aid from the town of Elgin aforesaid in the construction of its railroad, and for the purpose of obtaining such aid under the laws of this State makes and delivers to the town clerk of said town a definite proposition in writing as follows, viz:

The amount of bonds desired by said railroad corporation from said town of Elgin as such, is forty thousand dollars, said bonds to be made payable and to mature in twenty years from date of the same aid, or at the option of said town to be payable at any time prior to the maturity of the same. After the year 1878 said bonds shall bear interest at the rate of seven per cent per year, payable on the 1st day of January of each year at the office of the Treasurer of the State of Minnesota, and said bonds shall be executed in proper legal form with interest coupons attached and shall be delivered to said railroad company whenever and as soon as said railroad company shall have the line of its railroad graded and ties and iron laid thereon, with cars running thereon from a point of junction with the Winona & St. Peter Railroad, in the county of Olmstead, east of the

west line of the town of Eyota in said county of Olmstead, to a point within the corporate limits of the village of Plainview, as the same existed on December 31st, 1877, provided the same is so completed during the year 1878, and to a depot in said town of Elgin within one hundred rods to the center of Section 27, in said town; and the said railroad company will in consideration of said bonds at the election of said town issue to said town shares of its capital stock to the amount of forty thousand dollars, and if not so completed with the cars running thereon within the time above specified, then said bonds shall not be issued or delivered to said company, and said town shall be free from any obligation to said railroad company.

In testimony whereof the said Plainview Railroad Company have caused these presents to be signed by the President and Secretary of said company and sealed with its seal at the village of Plainview, Minnesota, this twenty-first day of January A. D. 1878.

Signature of officers and seal,

Filed in my office this 22d day of January, A.D. 1878.

B. H. GOULD,

Town Clerk of the town of Elgin, Wabasha County.

NOTICE.

Notice is hereby given that after the twenty-ninth day of January, 1878, a petition to the proper authorities, viz: The Town Board of Supervisors of the town of Elgin, in the county of Wabasha and State of Minnesota, will be presented to the resident tax-payers of said town for their signatures, asking said town Board of Supervisors as such authorities of said town, to agree to the proposition, a copy of which is as follows:

PROPOSITION.

To the town of Elgin, etc.:

The same as in preceding proposition until you come to the word company, preceding the words "in testimony whereof" then as follows, viz: Said petition will be appended to a copy of such proposition, in testimony whereof the said Plainview Railroad Company have caused these presents to

be signed by the President and Secretary of said company and sealed with its seal at the village of Plainview, Minnesota, this twenty-first day of January, A. D. 1878.

Signed by its officers and seal attached.

Filed in this office this 23d day of January, A. D. 1878.

B. H. GOULD,
Town Clerk.

COPY OF PETITION.

To the Town Board of Supervisors of the town of Elgin, in the County of Wabasha, and State of Minnesota:

We, whose names are hereto subscribed, being residents of said town, and who were assessed for taxes upon real or personal estate in said town as shown by the last assessment role of said town, respectfully ask you, as the proper authorities of said town, to agree to the proposition of the Plainview Railroad Company, to which this petition is appended.

Dated this 30th day of January, A. D. 1878.

NAMES. NAMES.

Filed in my office this 28th day of March, A. D. 1878.

B. H. GOULD,
Town Clerk.

RESOLUTION.

STATE OF MINNESOTA, }
County of Wabasha. }

At a meeting of the Board of Supervisors for the town of Elgin, held at the office of the clerk of said town on the 16th day of November, A. D. 1878.

Present D. F. Fergerson, Ferdinand Hample and D. J. Wood, supervisors.

On motion the following preamble and resolution was unanimously adopted, to-wit:

WHEREAS, The Plainview Railroad Company did on the 21st day of January, A. D. 1878, make a proposition to the town of Elgin for aid in the construction of its railroad in and by the bonds of said town in the sum of forty thousand dollars, in consideration of which said railroad company undertook and agreed to construct its railroad from

the Winona and St. Peter Railroad to the village of Plainview, and to a depot in said town of Elgin within one hundred rods of the center of Section 27 in said town, and whereas said proposition was duly accepted by said town and whereas said railroad company has complied with the terms of said proposition on its part and has constructed its railroad as agreed and the cars are now running thereon. Therefore,

Resolved, That the town of Elgin forthwith issue to said Plainview Railroad Company its bonds in the sum of forty thousand dollars ($40,000) to become due on or before twenty years from January 1st, A. D. 1879, with interest thereon payable semi-annually at seven per cent per annum, and the chairman of the board and the town clerk of said town are hereby directed to sign and issue said bonds for said town and that the issue of stock by said Plainview Railroad Company to said town of Elgin is hereby waived.

Signed by all of said supervisors.

Filed in this office this 16th day of November, 1878.

B. H. GOULD,
Town Clerk

When the law of 1877 under which these proceedings were had was passed and when the foregoing proceedings were had and the bonds in controversey were issued, and ever since and now the provisions of the constitution of the State of Minnesota which affect these cases and are claimed to have been violated by Section 7 of that law, and the proceedings under it hereinbefore set out are and were as follows:

Section 3, article 11, of the Constitution of Minnesota.—Laws may be passed providing for the organization for municipal and other town purposes of any congressional of fractional township in the several counties of the State, provided that when a township is divided by county lines or does not contain one hundred inhabitants it may be attached to one or more adjoining townships or parts of townships for the purposes aforesaid.

Section 1 of article 9 declares that all taxes to be raised in this State shall be as nearly equal as may be, and all property on which taxes shall be levied shall have a cash valuation and be equalized and uniform throughout the State.

Section 4 of article 11.—Provision shall be made by law for the election of such county or township officers as may be necessary.

Section 5, article 11.—Any county and township organization shall have such powers of local taxation as may be prescribed by law.

Section 1, article 7.—Every male person of the age of twenty-one years or upwards, belonging to either of the following classes who shall have resided in the United States one year and in this State for four months next preceding any election, shall be entitled to vote at said election in the election district in which he shall at the time have been ten days a resident, for all officers that now are or hereafter may be elective by the people.

First—Citizens of the United States.

Second—Persons of foreign birth who shall have declared their intentions to become citizens conformably to the laws of the United States upon the subject of naturalization.

Third—Persons of mixed white and Indian blood who have adopted the habits and customs of civilization.

Fourth—Persons of Indian blood residing in this State who have adopted the language, customs and habits of civilization, after an examination before any district court of the State, in such manner as may be provided by law, and shall have been pronounced by said court capable of enjoying the rights of citizenship within the State.

Sec. 2 of article 7—No person not belonging to one of the classes specified in the preceding section; no person who has been convicted of treason or any felony, unless restored to civil rights, and no person under guardianship or who may be *non compos mentis* or insane, shall be entitled or permitted to vote at any election in this State.

Section 6, article 7.—All elections shall be by ballot except for such town officers as may be directed by law to be otherwise chosen.

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Section 6, article 7.—All elections shall be by ballot except for such town officers as may be directed by law to be otherwise chosen.

Section 7, article 7.—Every person who by the provisions of this article shall be entitled to vote at any election shall be eligible to any office which now is or hereafter shall be elective by the people in the district wherein he shall have resided thirty days previous to such election, except as otherwise provided in this constitution or the constitution and laws of the United States.

The act of 1877 under the seventh section of which the bonds were issued was passed on the fifth day of March, 1877.

Pursuant to the proceedings hereinbefore set forth the bonds of the town of Elgin, in controversy, were issued and delivered to said railroad company on January 1st, 1879, at the time they bear date; folio 76 record, folio 79, pages 103 and 104, record Elgin case.

The railroad company complied with the terms of the agreement in both cases. In the Plainview case, at about the time they did so, one Harrington, a taxpayer in said town, brought an action in the District Court of Minnesota for said county of Wabasha against the supervisors and town clerk of said town and the railroad company, to restrain the issue of said bonds, alleging that the act under which they were to be issued, section 7, chapter 106 of general laws of 1877, was unconstitutional and void, and a temporary injunction was issued to restrain the execution and delivery of the bonds. By this injunction the delivery and execution of the bonds in the Plainview case was prevented until the sixteenth day of March, 1879, the District Court having decided against the plaintiff in that suit, and having on the eleventh of March, 1879, denied plaintiff's motion for a new

trial, from which the plaintiff in said action appealed on the 12th day of March, 1879, to the Supreme Court of the State. On the 15th of March, 1879, judgment was rendered in said action dissolving the injunction and on the 16th the bonds of said town were issued and delivered to the railroad company, bearing date the 1st day of January, 1879; page 113 record Plainview case, 103 Elgin case. The defendants in error in the cases at bar, purchased the bonds in controversy with the coupons attached on July 9th, 1879, for value, and with such notice only of the defences relied upon as appears upon the face of the bonds, laws and constitution referred to already, and set forth at length herein.

On March 6th, 1879, the following act was passed repealing the act under which the bonds in controversy were issued:

SECTION 1. That section 7 of chapter 106 of the general laws of one thousand eight hundred and seventy-seven, entitled "an act to authorize municipal corporations to aid in the construction of railroads" be and the same is hereby repealed.

SEC. 2. This act shall take effect and be in force from and after its passage.

On the 6th of October, 1880, the appeal of Harrington from the order denying a new trial was determined in the Supreme Court, and the act under which the bonds in controversy were issued was pronounced by the unanimous opinion and decision of the highest court in the State unconstitutional and void. Harrington vs. Town of Plainview, 27 Minnesota reports, 224; see folio 77, page

104 record Elgin case; folio 100, page 114, record in Plainview case.

Prior to that decision there had been no construction put upon section seven of chapter 106 of the general laws of the State of Minnesota, by the legislative, executive or judicial departments of the government of the State, nor by this court, nor by any circuit court of the United States, except that the statute had come before the Supreme Court of the State, and a decision rendered while the suit of Harrington vs. Plainview was pending, to-wit: January 10th, 1879.

That was an alternative writ of mandamus out of the Supreme Court of the State to compel the issue of bonds by the town of Highland, in said county of Wabasha, under proceedings had under said section seven of the general laws of 1877.

On May 1st 1878, the railroad company, relator, had completed its road to the point named in its proposition, and had in all respects fully complied with the terms of such proposition.

On the 13th of May, 1878, the railroad company, relator, delivered to the respondent's town clerk a substantial copy of its proposition with the petition thereto appended, asking the board of supervisors to agree to the proposition, which petition bore the signature of a majority of the resident tax-payers of the town of Highland, as shown by the last assessment roll, such signatures being verified, etc., on May 17, 1878. The relator, railroad company, notified the proper authorities of the respondent town that it had so

completed its railway to such point and demanded the bonds. The respondent's authorities refused to issue them. It appeared from the briefs of the counsel in the case which were filed at the argument of the cases at bar in the court below that the point was made that Section 7 of Chapter 106 of the general laws of Minnesota was unconstitutional, but no allusion is made to any such point in the official report of the case either in the statement of the case by the reporter or in the opinion of the court.

State vs. Town of Highland, 25 *Minnesota Reports, page* 357.

The following is the opinion of the court so far as material. After giving an abstract of the law, Chapter 106, general laws 1877, the court proceeds to deduce from it three propositions: First, the statute does not authorize aid to roads already constructed; second, the aid is to be rendered by the making of a mutual agreement, unless and until a mutual agreement is arrived at as there provided, no liability is incurred by the town. The court then proceeded to deliver its opinion as follows:

"As a consequence of these propositions it follows that to be of any effect to bind the town the agreement to issue bonds must be arrived at and perfected before the construction of the road or piece of road, the construction of which the agreement designed to aid.

This is decisive of this case. The writ shows that the proposition of the relator to the respondent contained a statement specifying that the bonds asked for should be issued and delivered to the company when it should have constructed its railroad with the cars running thereon from the city of Wabasha through the town of West Albany to the south line of section thirty-four in the town of West Albany, and that the company would, in consideration of the issue and delivery of said bonds, construct its railway

and have the cars running thereon to said line by the first day of May, 1878. The writ further shows that the relator had on May 1st, 1878, constructed, completed and equipped its road in full compliance with the statement contained in such proposition.

The writ further shows that on May 13th, 1878, the relator delivered to the town clerk of the town of Highland, the respondent, a substantial copy of the proposition theretofore filed with him with the petition thereto appended, asking the respondent's board of supervisors to agree to such proposition, which petition bore the signatures of a majority of the resident tax-payers, etc. It appears, then, from the writ, that the relator asked a certain amount of bonds from the respondent, and in consideration of their issue proposed to build and equip a certain length of road. This, so far as the matter of road construction is concerned, is the extent of the proposition. The aid which was asked and which the relator would have received and would have been entitled to receive if the agreement had been seasonably arrived at and perfected, would have been aid for the construction of the length of road thus proposed to be constructed and not aid for the construction of any other part of the road which the relator was authorized to construct. Now it appears from the writ that the length of the road thus proposed to be constructed and equipped was completely constructed and equipped on May 1st, 1878, as provided in the relator's proposition, but that the filing with the town clerk of the petition and other papers was not made until May 13th, 1878, and that no agreement had been arrived at or perfected before that date. At that date the length of road, aid in the construction of which was asked, had already been constructed, and therefore, as we have before seen, it was not a road or piece of road to aid the construction of which the town was authorized by statute to issue or to agree to issue its bonds. The authority of a town to issue bonds in aid of the construction of a railroad being wholly derived from statute can only be exercised in the cases and in the manner which the statute permits and provides. Upon the facts stated in the writ it therefore follows that the respondent has made no legal agreement to issue its bonds to the

relator, and the motion to quash the writ is accordingly granted.

Section 143 of chapter 11 of the general statutes of the State of Minnesota provides that whenever any county, city, village or township, shall have incurred or created a debt or shall hereafter incur or create a debt under the provisions of any law of this State to aid in the construction of any railway or railways, the county, city, village or township clerk or other proper officer, upon the issuing of the bonds in payment of said debt, shall make a registration thereof in a book to be kept for that purpose, showing the date, amount, number, maturity and rate of interest of each of said bonds, and to what railroad each of the same were given, and shall immediately transmit a true and correct copy of such registration so made to the office of the State auditor, to be by him entered in a book to be kept for that purpose.

SEC. 145. When the bonds of any county, city, village or township shall be so registered, the State auditor shall annually ascertain the amount of interest for the current year due and accrued and to accrue upon said bonds, and shall make a certificate showing such amount, and shall transmit the same to the county auditor at the same time with other taxes to be levied for that year, and the county auditor, from the basis of valuation of property in such county, city, village or township, shall estimate and determine the rate per cent on the valuation of property within said county, city, village or township voting bonds requisite to meet and satisfy the amount of interest due and to become due for that year, together with the ordinary costs to the State for the collection and disbursement of the same, and the amount so certified by the State Auditor and the costs of collecting the same shall thereupon be deemed added to and a part of the per centum or amount which is or may be levied as provided by law for purposes of State revenue, and shall be so treated by any or all officers or authority in determining levies, making estimates, duplicates or books for the collection of taxes, and the said tax shall be collected with the State revenue and all laws relating to the State revenue shall apply thereto except as herein otherwise provided.

SEC. 146. Nothing herein contained shall be construed to create any liability on the part of the State for the payment of any part of the principal or interest of any of said bonds.

SEC. 147. The taxes so collected shall be paid over by the County Treasurer to the person or persons presenting coupons therefor, if authorized to receive the same, and each coupon so received shall be cancelled by said county treasurer and transmitted to the city, village, township or other organization from which the same was issued.

One year's coupons on these bonds have been levied for, collected, and paid under the provisions of the foregoing statutes by the County Auditor and Treasurer.

See page 108, *record in Plainview case, page* 97 *Elgin case.*

ASSIGNMENT OF ERRORS.

The court below erred in sustaining a recovery in these actions:

First—Because Section 7 of Chapter 106 of the general laws of the State of Minnesota, pursuant to which the bonds in suit were issued and which constitutes the sole authority for their issue, is in conflict with the clauses of the Constitution of the State of Minnesota hereinbefore set out, and therefore void.

Second.—Because the decision of the Supreme Court of the State of Minnesota in the case of Harrington vs. The Plainview Railroad Company, holding said bonds void because the act under which they were issued, to-wit an act entitled "An act to authorize municipal corporations to aid in the construction of railroad," approved March 5, 1878, being chapter 106 of the general laws of 1877, is in conflict with the constitution of the State, is conclusive and binding

upon the courts of the United States as an exposition and construction of the constitution and laws of the State of Minnesota.

Third—Because the prior case of the State of Minnesota vs. Highland, cited and relied on in the decision of the court below, did not, as there assumed, decide or consider any question of the construction of the constitution, or of the said section seven of the said act of 1877, in relation to or as affected by said constitution, nor did it in any respect consider, examine or decide upon the validity of said law.

Fourth—Because the defendants in error are chargeable with notice of the laws and constitution of the State under which their bonds were issued, and that they were issued by virtue of the proceedings prescribed by section seven of the act of 1877, because the recitals on the face of their bonds so inform them, they are not then, as to the questions which are raised here, bona fide purchasers nor in any better position than the railroad company to whom the bonds were originally issued.

Fifth—Because the compulsory levy and collection of a tax and payment of one year's coupons by public officers over whom the plaintiffs in error had and could have no control, can in no sense constitute a ratification of an otherwise unauthorized issue of bonds.

POINTS AND AUTHORITIES FOR PLAINTIFFS IN ERROR.

I.

It may be claimed that this court has no jurisdiction because the amount actually sued for and for which judgment was obtained is less than that necessary to give this court jurisdiction; but the defendants in error show by their complaint, and it stands admitted on the records, that the bonds of and upon which they are suing for an annual installment of interest, held and owned by the defendants in error in each case, and which this judgment, if unreversed, will conclusively adjudge to be valid obligations, are in amount much more than sufficient to confer jurisdiction. If in such a case both justice, reason and authority concur to support the jurisdiction.

Troy vs. Evans, 7 *Otto*, 1.

II.

Conceding that the legislature may intelligently and deliberately compel a town to levy a tax in aid of a railroad, or that lt may impose any condition precedent to the operation of a law which it passes, supposing that there is no constitutional objection to the condition other than that it is a condition, I submit that neither of these questions arise here. The legislature have not deliberated and determined that the interests of the public or of the town will be subserved by the imposition of taxation in aid of this railroad. They have formed no opinion on the subject, neither have they formed an opinion or exercised any

discretion as to whether the interests of the public or the town will be subserved by imposing a tax for the purpose, provided a majority of the tax-payers consent. They have attempted to delegate all right of determination of these questions to the town.

The very first elements of constitutional government entitle the citizen or subject to the intelligent action and discretion of some duly constituted body before his property can be seized to defray the public burdens. If the legislature had examined and decided the question, or if they had examined and conditionally decided, subject only to the condition that certain parties should approve, other questions would be presented; but they have mistakenly supposed that the judgment and discretion of the town might be obtained in a certain way and meaning, as the entire scope of the law shows, to delegate the whole matter to the judgment and determination of the town, have withheld all exercise of discretion, either absolutely or conditionally. They have made no attempt in either way to exercise their governmental powers, but only to pass an enabling act to vest in the town power to exercise that legislative and governmental discretion which is an indispensable element of every valid law.

Now, if they have mistakenly so ordered the manner and the mode of the exercise of that governmental power which must be exercised by somebody, and which they have abstained from exercising under the supposition that the town could and would exercise it, that within the limits of the constitution the town cannot speak through

the organs which the law has ordained, then no valid action has been had; one party can make no contract, and yet this pretended contract is so purely unilateral that nobody but the railroad company has had anything to do with it. Not the legislature, for they have referred the question for determination to the town. Not the town in its primary capacity, because under the constitution nobody can exercise its governmental powers in the primary capacity but the electors as defined by the constitution. Not the supervisors, as agents and officers of the town, and a part of its organization; they, in common with the legislature, mistakenly assuming that the petition of the taxpayers had determined the matter, exercised and sought to exercise, and indeed had no right to exercise any discretion. Their duties were confined to the purely ministerial one of blindly executing the mandates of a majority of the taxpayers. Not the township organization, for that can only act either through the electors or the duly constituted officers constituting its organization. By the mistaken assumption, therefore, which lies at the foundation of this law and saps its vitality, no judgment, no governmental discretion, no investigation and determination in regard to the wisdom of issuing these bonds has been had or attempted by any governmental body known and recognized by the constitution. If the legislature had deliberately exercised its discretion and determined that if the taxpayers thought best it was wise to issue these bonds, or if the supervisors had had a discretion vested in them by law and had investigated the matter and determined

that, as it suited a majority of the taxpayers to issue the bonds it was wise to do so, other and altogether different questions would have been presented.

But this is by no means the theory of the law; the legislature did not mean to compel the town to issue bonds.

The scope and meaning is to be found in its opening phrases:

"Any town in this State is hereby authorized and empowered, (not directed or required,) to aid in the construction of any railroad in this State to be constructed by any railroad company for public use by authority of any law of this State in the manner hereinafter provided and which will promote the general prosperity and welfare of the tax-payers of such municipality, and the mutual agreement hereinafter referred to when the same shall be arrived at shall be conclusive evidence that such railroad will so promote the general prosperity and welfare of the tax-payers of said municipality."

Sec. 1, *page* 198 *Gen. Laws*, 1877.

The *town* is authorized to do this by means of a mutual agreement between the *town* and the railroad company, if it will promote the general prosperity and welfare of the tax-payers, and that grave and important question which underlies all revenue laws is not attempted to be decided by the legislature or referred to the township organization, or to its officers or its electors, but to another body. Now if that body was competent to bind the town by its agreement under the constitution, or if the legislature could make it competent, or it was competent for the legislature to delegate to that body the power to exercise the governmental discretion necessary to determine whether the welfare and prosperity of the municipality and its property

interests would be promoted by the building of the road and granting aid to it, then governmental discretion has been exercised and this performance has the color and semblance of legal forms if not the substance, but if the township organization could not exercise the power of local taxation in this way, which the legislature has divested itself of and expressly conferred on the town, then it has been exercised by nobody, and nobody, not a single mind except that of the directory of the railroad company, has ever passed upon those questions, as is necessary to all valid legislation and expressly made necessary by the terms of this law itself.

It won't do to say that the tax-payers were made for the nonce officers of the town to bind it by deciding this grave question; the legislature couldn't do it.

By section 1 of article 7 of the constitution, "every male person of the age of 21 belonging to certain classes is an elector."

By section 7 of the same article, "every person who by the provisions of this article is entitled to vote is declared eligible to be elected."

By section 4 of article 11 "provision shall be made by law for the election of such county or township officers as may be necessary."

By section 5 "any county or township organization shall have such powers of local taxation as may be prescribed by law."

The organization of these townships had long prior to the passage of this act been effected by general laws; all

necessary officers had been provided for; the officers through which it acts must be a part of its regular township organization; they must be elected by the constitutional electors; and they must be constitutionally eligible to be elected, and the tax-payers answer to neither of these requirements. The tax-payers as such are no part of the political organization of the town.

Cases from Vermont are cited in support of the law in question, but the poison which the counsellors offer to our acceptance carries its own antidote with it, and it is a little remarkable that counsel so remarkable for astuteness have omitted to observe it. We venture the opinion that had it occurred in our argument it would not so readily have escaped their attention.

The reason assigned by the Vermont Court for permitting taxation by a subscription paper of tax-payers is as follows:

It says: The legislature has the undoubted right to prescribe the mode of voting by towns, and has always exercised the right. It may rightfully provide that the action of the municipality shall be contingent upon a majority vote, a two-thirds vote or the unanimous vote of the inhabitants, and it may require the majority to include male tax-payers, or female tax-payers, and to include or exclude such persons as its wisdom may determine, it may require a *viva voce* vote, by ballot, or a written expression of the voter's opinion to be acknowledged before a public officer as the best mode of authenticating the public voice."

Bennington vs. Park, 50 *Vt.*

In First National Bank vs. Concord, 50 *Vt.*, 278.

So, again, the Supreme Court of Vermont says: "The very right claimed, viz: to act by vote in a regularly warned town meeting is conferred and regulated by the legislature."

If the legislature of Vermont is untrammeled by constitutional provisions, and has the unrestricted right to prescribe the manner of voting at municipal elections and of expressing the corporate will, then, of course, there is nothing more to be said, and the arguments here advanced would find no foundation on which to rest. But in Minnesota the constitution declares that laws may be passed providing for the organization, for municipal purposes, of any congressional township. Section 1, Article 2, Constitution: "Provision shall be made by law for the *election* of such county or township officers as may be necessary." Section 4, Article 2: "Any township *organization* shall have such powers of local taxation as may be prescribed by law." Section 5, Article 2: "Every male person of the age of twenty-one years or upwards who belongs to either of the following classes, who shall have resided in the United States one year and in this State four months preceding any election, shall be entitled to vote in the election district of which he shall have been at the time for ten days a resident, for all officers that now are or hereafter may be elective by the people: First—Citizens of the United States. Second—Persons of foreign birth who shall have declared their intentions to become citizens. Third—Persons of mixed white and Indian blood who have adopted the habits and customs of civilization. Fourth—Persons of Indian blood who have adopted the habits of civilization, and have been examined before any district court and pronounced capable of enjoying the rights of citizenship."

Section 2.—"No person not belonging to one of the classes specified, no person who has been convicted of treason or felony unless restored to civil rights, no person under guardianship or who may be *non compos mentis* or insane, shall be entitled or permitted to vote at any election in this State. Every person, who, by the provisions of this article shall be entitled to vote at any election in this State, shall be eligible to any office which now is or hereafter shall be elective by the people of the district

wherein he shall have resided thirty days previous to such election."

Article 7, Constitution.

If the taxpayers are regarded as officers of the town, then it was not competent for the legislature to designate officers or governmental municipal agencies in that way; they must have been elected; but minors, females, persons under guardianship and felons, may all be taxpayers, but they not only cannot be electors but they cannot be elected and are ineligible to any corporate office; but it is the township *organization* which, under the constitution, may exercise powers of local taxation, and that organization, as contemplated by the constitution, is composed of electors as heretofore defined, and elected officers of the character specified by the constitution and elected as therein prescribed. Would any court say under such a constitution, as the Vermont court said, "that the very right claimed to act by vote at a regularly warned town meeting is conferred and regulated by the legislature, and that it may prescribe the mode of voting by towns, and may require the majority to include male taxpayers or female taxpayers, and may include or exclude such persons as its wisdom may determine."

Bennington vs. Park, 50 Vt.

The localizing of the American governments, the practice of free and full discussion in these local legislatures by the electors, the decentralization of political power resultant therefrom, the probability that by free and open discussion the wisest measures of local interest will be adopted, says DeTochqueville, is a distinguishing feature of American governments, and one in which, differing from

that of any preceding republic, in part accounts for its succcess. And it is this American feature which our constitution so jealously seeks to protect.

If it shall be held that an agent of a railroad company may quietly go from house to house, in a rural community, and by those adroit appliances which such agents so well know how to employ, procure the signatures of a majority of the taxpayers to a subscription paper with no opportunity for discussion or reflection; if this system is to take the place of the admirable system of local legislatures which has been the guarantee of personal rights in every stage of our history, and a bulwark to the permanency of our institutions, we have surely fallen upon evil days. And the property rights of the wealthy minority, always but imperfectly protected in a republic, are absolutely without protection and at the mercy, not of the considerate action of the poorer majority, but certain of destruction by the wiles of the agent who procures the subscription of persons little likely to resist his secret importunities.

The decisions in New York, which were cited and relied upon in the court below by the counsel for the defendants in error, are based upon the same construction of their constitution, and the same general phraseology in their constitution, as in Vermont.

And the instant cases under such constitutions are cited, the broad distinction between such cases and those arising under a constitution like that of Minnesota becomes apparent.

The leading case on the subject of legislative power over

towns in New York, is that of *Guilford vs. Supervisors*, 13 *N. Y.*, 143, and as said by counsel for defendants in error in the court below, it is a strong illustration of the existence and extent of this power. It was there held that the legislature had power to require the levy of a tax on the taxable property of a town, and that it be appropriated to the payment of a claim made against it by an individual, notwithstanding the claim had been rejected by the voters of the town when submitted to them at a town meeting under an act of the legislature authorizing such submission and declaring that their decision should be final and conclusive, and the doctrine was there laid down, that independently of express constitutional restrictions the legislature can make appropriations of money whenever the public welfare requires and will be promoted by it, and it is the judge of what is for the public good. The counsel also quotes in his brief below from the language of Chief Justice Dixon, in *Mills vs. Charleton*, 29 *Wisconsin*, 400, as follows: "The principle upon which these and other similar decisions rest, is, that the taxing power when held within its legitimate sphere, and unrestrained by positive constitutional restrictions, is a far reaching and unlimited power which knows no stopping place nor moderation of force until it has accomplished the purpose for which it exists."

The counsel proceeds to say that this power is not impaired by being upon a condition precedent, and he proceeded to quote from Chief Justice Field in Blanding vs. Burr, 13 Cal., 357, that the condition upon the exercise of the authority there was imposed by the legislature itself and

involved no delegation of legislative authority. Laws may be absolutely dependent upon no contingency, or they may be subject to such conditions as the legislature in its wisdom may impose, so the legislature may confer a power without desiring to enforce its exercise, and leave the question whether it shall be assumed to be determined by the electors of a particular district."

I have thus at some length quoted from the counselor's brief below, assuming his quotations from the authorities relied on by him to be correct, and stating the conclusions which he deduces from them, in order, if possible, to arrive at an accurate understanding of what the basis of his argument is in order that a more intelligent answer may, if possible, be given.

It will be seen that in order to sustain the law in question the counselor is driven to the position that the power of the legislature over towns, and the taxation of towns is absolute, and that it may attach to its legislation any condition precedent it pleases, even if that condition be the interference of a third party not representing any of the authorized political agencies of the town who is authorized to say whether the law shall take effect. And it must be conceded that the case of Guilford vs. Supervisors and the Vermont cases do go to that extent. But I trust that I shall succeed in convincing the court that if this is the only ground upon which the law in question can be sustained, it is not only radically unsound as applied to the constitution of Minnesota upon principle and ought to be so held by this court as an original proposition, but

has been long settled in the jurisprudence of the State, beginning with the earliest judicial utterance on the subject in 1864, by judges who were members of the convention that framed the constitution in an able opinion delivered by one of the learned counsellors for the defendants in error and then chief justice of the State, and ending with the most carefully considered and latest utterance of the supreme court of the State in the late adjustment of the Minnesota State bonds.

In order to do this I restate my position and that of defendants in error.

I maintain that under the provisions of the Constitution of Minnesota the legislature may exercise direct judgment upon the question whether any of the municipalities of the State ought to issue bonds in aid of a railroad, and if the legislature judges that it should be done, then it may by compulsory legislation compel the town to render such aid and provide for its payment by taxation, to this extent, and in this manner the control of the public municipal corporations of the State is with the legislature, or it may delegate to the town itself, that is, to the municipality acting through its proper organs and constitutional agencies, the right to examine and decide whether the public interests require that the aid should be given, and if the decision is in the affirmative, to extend it and provide for meeting the obligations thus incurred by taxation of the tax-payers of the municipality.

The defendants in error contend that the legislative power of taxation being absolutely unlimited, and its control

over the municipalities of the State absolute, it may either by its direct action levy a tax upon any municipality and distribute it as it pleases, because, as held in Guilford vs. Supervisors, it can make appropriations of money whenever the public welfare requires, and it is the judge of what is for the public good, and that it has power to take money either from the State treasury direct, or from any subdivision of the State, and use it for any purpose, it may attach any condition precedent to such action which it pleases, and hence it may say to an irresponsible board or any persons unconnected with the town in any official capacity and acting outside of constitutional methods, you shall examine and decide the question whether the public good requires the town and its people and property to be taxed, and if you say so the supervisors are not empowered, but required and directed, to issue bonds and levy a tax for their payment.

Here are the two conflicting contentions sharply defined. Can the legislature under the pretence of attaching a condition precedent upon the going into effect of a law, abrogate its high trust of determining what is for the public welfare, and delegate it not to the subordinate constitutional agencies by which alone the municipality can legally speak, but to a body unknown to the constitution, a class of individuals arbitrarily selected by the legislature to discharge legislative functions of the highest order.

If the power of taxation is unrestricted, as it is in New York and Vermont, so that the legislature may, unquestioned, tax a single town and distribute the proceeds as a

gratuity to any person it sees fit, or apply it to the benefit of the state at large, it perhaps may do anything that is included in this all-embracing power, but under a constitution which requires that all taxation shall be as equal as may be, etc., the approximate equality thus sought to be enforced will only tolerate the taxation of the whole state for state or general purposes, and the several municipalities for purposes found to be of peculiar benefit to those municipalities.

This question, which, under the constitutions of New York and Vermont, would be immaterial, here becomes of vital importance, and being so, can only be determined by some body which has, under the constitution, power to decide.

In the case of *John Sanborn vs. Commissioners of Rice County*, 9th Minnesota Reports, 273 Gilfillan's edition, page 258, old series, the following act came before the court for adjudication upon its constitutionality, and the court will see that it raises precisely the same question as that raised in the case of *Guilford vs. the Supervisors*, 13th N. Y.

SEC. 1. That the Board of County Commissioners of the County of Rice are hereby authorized and required to meet on the first Tuesday in June, 1864, or at some other time prior to the 10th day of September, 1864, to audit, adjust and fix the claims of John Sanborn, Freeman Boss and Thomas Bolles against the school district now known and designated as, or succeded by, school district No. 10, of Rice County, upon such terms as shall seem to said board just, equitable and right, taking into account all the circumstances and facts relating thereto.

SEC. 2. A copy of this act, together with a notice of the time of the meeting of said board for the purposes afore-

said, signed by the County Auditor, shall be left with the clerk of school district No. 10 aforesaid, at least ten days prior to said meeting.

SEC. 3. The amount of each claim as audited, adjusted and fixed by said board shall be entered upon the records of the board by the County Auditor, and it shall be the duty of said board to vote a tax upon the taxable property of said district for the whole amount of said claims as audited, adjusted and fixed as aforesaid, said taxes to be levied in time for extension upon the tax duplicate of 1864.

SEC. 4. Said taxes shall be levied and collected as other taxes are collected by law.

SEC. 5. From time to time as the same shall be collected, the County Treasurer shall pay to the said John Sanborn, Freeman Boss and Thomas Bolles, their representatives or assigns, ratably in proportion to the amount of their claims as fixed as aforesaid, the proceeds of the tax aforesaid, upon a statement from the County Auditor showing the amount to be paid to either of said persons respectively.

The Court says:

The general question submitted to our decision is, whether the law of 1864, under which the defendants were required to proceed, is in contravention of any of the provisions of the State constitution. Section 1, article 9, of the constitution, requires all taxes to be raised in this state to be as nearly equal as may be. Here is a general rule laid down for the levying of all taxes. The language is, perhaps, not as specific as might be desired, but constitutions are not, and in the nature of things cannot be, specific. Their office is to distribute the powers of government, and to define boundaries and lay down general rules for the government of the different departments. Whatever difficulty there may be in the application of this rule in some cases, we think it with sufficient clearness enunciates a principle of taxation that is easily understood and applied in the case under consideration.

Equality, as near as may be, must be aimed at in every law. The course to be pursued and the means to be used in pursuance of this rule are necessarily left in the discretion of the legislature, and according to the rule of inter-

pretation above laid down, the infraction of the constitution must be palpable before the courts will declare the law unconstitutional. A substantial compliance by the legislature with this rule is, therefore, all that can be required, but they must in no case run counter to it, or disregard it. By way of illustration, let us suppose that the legislature, as a gratuity, proposed to give John Doe $1,000, and for the purpose of raising the amount imposed a tax upon some school district in the State. The necessary inequality of the tax, and therefore the unconstitutionality of the law, would be patent at first sight. The law itself would be incontrovertible evidence that equality of taxation was not, in that instance, aimed at by the legislature.

The gift being a state bounty each locality is presumed to have been equally interested in and benefited by it, and the burden consequent thereon should have been a state burden. From the constitutional restrictions above cited we think the general rule is clearly deducible that a tax cannot be imposed exclusively upon any subdivision of the state to pay an indebtedness or claim which is not peculiarly the debt of that subdivision.

The Court proceeds to examine the case of *Guilford vs. Supervisors*, 13 N. Y., which was mainly relied on to sustain the law. They say the court decided in that case (13 N. Y.) the legislature of the state have power to levy a tax upon the taxable property of a town and appropriate the same to the payment of a claim made by an individual against a town whether the claim is recoverable by action or not. Opinions were delivered in the case by two of the judges, Dean and Denio. Judge Dean decides that there being no constitutional limitation of the absolute power of the legislature, it may appropriate money for local or private purposes, and impose a tax on the whole or any portion of the state. Judge Denio, in the opinion delivered by him, uses the following language: "The legislature is not confined in its appropriation of public moneys or of the sums to be raised by taxation in favor of individuals to cases in which a legal demand exists against the state. It can thus recognize claims founded in equity and justice in the largest sense of these terms, or in gratitude or charity. Independently of express constitutional restric-

tions, it can make appropriations of money whenever the public well-being requires, or will be promoted by it, and it is the judge of what is for the public good." It will be observed that this decision does not conflict with the views entertained in this case. We readily admit that the power of the legislature, unrestrained by constitutional limitation, is absolute in the imposition and apportionment of taxes, and this is all these cases decide. The requirements of our constitution as to equality of taxation are not found in that of New York, hence the inapplicability of these cases.

The legislature then could not say that the town of Plainview should be taxed for state purposes when no other town was so taxed. If not, before it can be legally taxed somebody must determine that the people of that locality will derive a peculiar benefit such as to justify local taxation.

In the law which was before the court in the Sanborn case just cited, it was made the duty of the County Commissioners to ascertain what was just and right to be levied against the property of the school district, and they were directed to levy a tax for the amount.

Here a majority of the taxpayers, by the mere signing of a paper in the country, without the benefit of mutual conference, are authorized to decide upon the local benefit of the measure, and to levy a tax upon the property of the non-assenting minority—presumptively the heaviest taxpayers—amounting in the aggregate to forty thousand dollars for the principal sum. But the court in the Sanborn case having held that the legislature could not, where a gift was a State bounty in which the locality is presumed to be equally interested, apportion the burden upon

a single municipality—proceeded to hold as a corollary therefrom that it was not competent to delegate the power of adjustment and levy upon the county commissioners, and that the act was void and unconstitutional.

Is not this the case at bar? and has not the highest court of the State of Minnesota, long before the issue of the bonds in suit, placed a construction upon the peculiar clauses of the constitution of that State which absolutely prohibits such legislation as this? and is not the decision sound in reason, safe in principle and indispensable to the protection of the rights of property against the communistic inroads with which it is constantly menaced?

The argument which seeks to escape these conclusions by urging that it was competent for the legislature to compel the supervisors of the town to issue the bonds, and hence it was competent to attach the condition precedent upon which the operation and taking effect of the law was made contingent, that a majority of the tax-payers should petition, loses sight of the salient proposition which we desire to keep prominent, that whether the legislature could compel the supervisors to issue the bonds depended upon whether they were a local benefit, and that was a question which it must decide, or if it relegated that power to anybody it could only be to the town in its corporate capacity, and acting through and by its corporate agencies.

Now, what it has done is not merely to attach a condition precedent to the taking effect of the act, (which may or may not be valid, as such condition is permissible or

not) if under the guise of a condition precedent the legisture absolutely delegates a duty which is devolved upon it to any other body of men, if it abrogates the duty of legislation and seeks to delegate it to another and unauthorized body.

If it says this law shall become a law and take effect when Tom, Dick or Harry shall declare that it is or ought to become a law, such action is void. They may delegate the election as to matters of local interest to the constitutional authorities of a municipality; further than that they cannot go.

In that case and in that case only would such submission be competent. Hence the pertinence of the reasoning of the Supreme Court of the State of Minnesota to prove that under the provisions of the constitution of Minnesota such persons cannot represent the town or perform any corporate action whatever, and we commend to the attention of the court the decision of the Supreme Court of Minnesota in the case of Harrington vs. the town of Plainview, 27, Minnesota reports, 224, not merely as a conclusive exposition of the courts of Minnesota of clauses of the constitution of the State, but as a model of forcible and logical reasoning, which we believe will, as a new question, meet the approval of this court.

In Harrington vs. Town of Plainview et al., 6 N. W. Rep. 777, the Supreme Court of this State has held that portion of the law under which the bonds and coupons in controversy here were issued, being sec. 7 of chap. 106 of the General Laws of the State of Minnesota of 1877, to be void

as in contravention of the constitution of the State; this was done before this suit was commenced, in a suit to enjoin the issue of these very bonds and coupons, but not until after the contract was made and the railroad completed to the town.

It is the delegation of the power of determining a vital question which lies at the threshold of the right to levy this tax which the legislature has essayed to make to the majority of the tax-payers.

Last year, as is well known, the legislature of Minnesota made an attempt to adjust and settle certain railroad bonds which had remained for twenty years without payment of principal or interest, largely because of an amendment to the constitution of the State declaring that the legislature should never make any provision for the payment of the bonds without first submitting it to the people. A law was passed providing for an adjustment without submission to the people if it should be decided that it had the power to do so; otherwise to take effect on submission to and adoption by the people.

Section 2 of the act provided as follows: "The judges of the supreme court are hereby authorized and required to hear, consider and determine the matters herein submitted; said judges shall hear arguments, examine, determine and decide whether the legislature has power to provide for the payment, adjustment or settlement of the liability of the State on such Minnesota State railroad bonds without submiting the matter to the electors of the State.

Section 5. In case the decision of the tribunal to whom the validity of such constitutional amendment shall be submitted under the provisions of this act shall be in favor of such amendment, and that the legislature has not

power to provide for the adjustment of said bonds without submission to the people, then this act shall be submitted to the electors at the next general election, and by section 4, if the decision of the tribunal should be against the amendment and in favor of the power of the legislature, to make provision, then the governor should cause new bonds to be issued and delivered in payment of the old ones, or if the law went to the people, then upon a majority voting for it the same proceedings should be taken and the governor should issue new bonds. *Chapter* 102, *General Laws*, 1881.

The court said, "It is a principle not questioned that except where authorized by the constitution as in respect to municipalities, the legislature cannot delegate legislative power, cannot confer on any body or person the power to determine what shall be the law; the legislature only must determine what it shall be. The courts only must authoritatively determine what it is. If this act leaves it to be determined by the judges that the act or any part of it shall take effect and become law, then it is a violation of the principle we have stated and is void, and it does not matter that the act does not profess in terms to confer this power on the judges, if it gives it in substance and effect." The court held the act void as an unconstitutional submission of legislative power, and summarized the law thus: In enacting a law, says the court, the legislature must pass on two things; first, on their authority to make the enactment; secondly, on the expediency of the enactment. It cannot refer either of these questions to the decision of anyone else, so that the enactment shall or shall not take effect as a law according as such decision shall be.

State of Minn. ex rel. Attorney General vs. Young, 9 *N. W. Reporter*, 737.

The very thing condemned by the court in both the cases cited this act seeks to do, to-wit: To delegate the

right to determine expediency of voting bonds to certain persons who are not officers nor necessarily electors of the town whose bonds are sought to be issued, if the town can in its corporate capacity act by and through a subscription paper signed by a majority of persons who pay taxes within its limits, then the act may be valid, but not otherwise.

In Illinois a similar law has repeatedly been held repugnant to similar clauses in the constitution of that State, for the same reasons given by the court in *Harrington vs. Plainview.*

See Marshall vs. Silliman, 61 *Ill.*, 218.

Wiley vs. Silliman et al, 62 *Ill.*, 170.

As in the Harrington case they were bills in equity to enjoin proceedings under the law.

The clause of the Illinois Constitution was, "that the corporate authorities of counties, townships, school districts, cities, towns and villages may be vested with power to assess and collect taxes for corporate purposes."

Ours is, "Any county or township *organization* shall have such powers of local taxation as may be prescribed by law." The Supreme Court of Illinois placed its decision on the ground that this section having been intended as a limitation upon the law-making power, the legislature could not grant the right of corporate taxation to any but the corporate authorities. In the opinion of the court, the law attempted to confer that right upon persons who were not by themselves the corporate authorities in the sense of the constitution.

It was argued as here that the act might be treated as vesting an unconditional authority in the supervisor and town clerk to issue the bonds, but the court said: "They cannot be said to have voluntarily incurred the debt on behalf of the town; the act gave them no discretion; it declared the subscription binding and left to the town authorities only the ministerial duty of executing the behest of the legislature."

An examination and comparison of the cases will show that the present law is infinitely more obnoxious to the constitutional objection than that of Illinois, and in the very same case in which the Supreme Court of Illinois held the law void, and that too, as here, after the bonds had been issued, the Supreme Court of the United States although expressing doubt as to the correctness of the decision, as might well be, (for while the construction of the constitution appears to be correct, the law itself hardly seems objectionable,) nevertheless held themselves bound by the decision of the State Court.

Township of Elmwood vs. Marcy, 2 *Otto*, 289.

The Supreme Court of the State has never held any other doctrine; it has never held these bonds or bonds issued under the law in question valid, and thus allured citizens of other States to purchase them. At the very first moment the Supreme Court uttered its warning to purchasers, it is a carefully considered and deliberate opinion upon the constitutionality of the law, and in the absence of any vacillation or conflicting opinions this unanimous opinion of the Supreme Court of Minnesota upon the construction of her

own constitution and laws must be taken as the settled construction, and as such as authoritative and to be followed by this court. Courts sitting at *nisi prius* will not ordinarily hold a law unconstitutional, and the decision of a single *nisi prius* judge, as it affords no protection to purchasers, could have misled no prudent purchaser. The plaintiffs had no right to rely upon it. It seems they did not know of it, but if they did they knew it was subject to reversal.

The case does not fall within any of the exceptions to the acknowledged general rule that the decisions of the State courts construing their own constitutions and laws are conclusive upon the federal tribunals.

It is *not like* the case of Gilpeke vs. City of Dubuque, 1 Wallace, 175, where a long series of decisions had sustained the law, and bonds had been issued and passed into the hands of citizens of other States, who purchased them relying on such adjudications, and subsequently and after such issue and purchase the earlier decisions were reversed. The extent of the exception is there stated; the court say:

"The sound and true rule is, that if the contract, when made, was valid by the laws of the State as then expounded by all departments of the government and administered in its courts of justice, its validity and obligation cannot be impaired by any subsequent action of the legislature or decision of its courts altering the construction of the law."

Nor is our case like that of Roberts vs. Bowles, 11 Otto, 119, where long after the decision of the Circuit Court sustaining the law under which the bonds were issued, the Supreme Court of the State, pending a writ of error to the

Supreme Court of the United States, held the law void, and the court say, citing the old case of Pease vs. Peck, 18 Howard: "This court would not feel bound in any case in which a point is first raised in the courts of the United States and has been decided in a Circuit Court to reverse that decision contrary to our own convictions in order to conform to a State decision made in the meantime," but the court carefully distinguished the case from Township of Elmwood vs. Marcy, hereafter to be cited, and say: "Nothing herein conflicts with that decision," citing in support of this position with approval Morgan vs. Curtenius, 20 How. 1, which we conceive does not exactly state the rule applicable to the case at bar.

When that case was decided in the Circuit Court there had been *just one* decision of the highest court of the State upon the subject, and the Circuit Court followed that. Before the case reached the Supreme Court of the United States, the Supreme Court of the State reversed its previous decision. The Supreme Court of the United States said: "The construction of the statute by the Supreme Court of the State was a settled rule of property at the time of the decision in the court below, which that court was *bound to follow*, and having so decided, there was certainly no error in the decision at the time it was made. But, however, the later decision may have a retrospective effect upon titles, it cannot have that effect upon the decisions of the Circuit Court and make that erroneous, which was not so when the judgment of that court was given."

This explains the meaning of the court in Roberts vs. Bolles. If there had been no decision of the State court up to this time, the Circuit Court would have to place its own construction on the constitution and laws, and if the case went to the Supreme Court of the United States, that court, having to pass upon the single question as to whether the Circuit Court erred at the time it made its decision, when there was no construction of the State court by which it was bound must put itself in the place of the Circuit Court and say whether if they at that time had been called upon to render the decision they would have decided the same way, if so there was no error, notwithstanding the Supreme Court of the State had since made a decision which the Circuit Court would have been bound to follow if it had existed when it was made.

Nor is our case like that of Douglass vs. County of Pike, 11th Otto, 677, which was similar to Gelpeke vs. Dubuque, where there had been repeated State decisions sustaining the law, upon the faith of which the bonds were purchased, but that case is valuable for the succinctness with which the court states the rule and the exception.

It says: "As a rule we treat the construction which the *highest* courts of a state has given a statute of the state as part of the statute, and govern ourselves accordingly, but where different constructions have been given to the same statute at different times, we have never felt ourselves bound to follow the latest decisions if thereby contract rights which have accrued under earlier rulings will be injuriously affected."

But the case at bar does closely resemble those about to be cited, and comes within the rule rather than the exception. Thus, in Scipio vs. Wright, 11 Otto, 667, the court following the decisions of the State court said: "We find no decision of the Court of Appeals that is in conflict with what was ruled in the cases we have cited, or which weakens their authority, and as they are constructions of a State statute we are constrained to follow them." Page 676.

In *Fairfield vs. County of Galatin*, 10 *Otto*, 47, the Supreme Court of the United States reversed a previous decision of its own because the Supreme Court of Illinois had a short time before decided the other way, but which decision was unreported and unknown to the Supreme Court of the United States at the time of its decision, and in doing so they say: "This court follows the adjudications of the highest court of the State in the construction of its statutes; its interpretion is accepted as the true interpretion, whatever may be our opinion of its original soundness. Such has been our general rule of decision. Undoubtedly some exceptions to it have been recognized: One of these is when the highest court of a State has given different constructions to its constitution and laws at different times, and rights have been acquired under the former construction, we have followed that and disregarded the latter. The present case is not within that exception for there have been no conflicting interpretations by the State court of the section of the constitution we are now called upon to construe."

And in this connection the court refers to and explains

the cases of *Groves vs. Slaughter*, 15 *Peters*, 449 *and Rowan vs. Runnels*. 5 *How.*, 134, which have sometimes been supposed to have enlarged the exception. It says: "Groves vs. Slaughter may seem to be an exception to the rule, but if carefully examined will be found to be no exception. The Supreme Court of the United States held in that case that the constitution of Mississippi did not prohibit the importation of slaves, and that a promissory note given for them was valid, although prior to the decision of the Court of last resort of the State had expressed a different opinion, but which was a mere *dictum*, as the case was decided upon the ground that there was a good defence at law to a suit on a bond, and therefore a bill in equity to enjoin a judgement rendered upon it would not lie; subsequently the Supreme Court of the State did decide that the constitution did prohibit the introduction of slaves, and the same question again coming before the Supreme Court of the United States in *Rowan vs. Runnells* they adhered to their decision in order to support a contract for slaves purchased and "apparently only for that reason."

A contract made on the faith of that decision which had thus become a rule of property surely should have been supported and the decision adhered to for the same reason that the decisions of the State Courts upon the faith of which bonds are issued, should be followed.

A late case in this court not yet reported would seem to have been decided upon similar principles. In the case of *New Buffalo vs. The Cambria Iron Co.*, March 27th, 1881, this court held that, by the law of Michigan expounded by

the United States Supreme Court and acted upon by its executive and legislative departments prior to the decision in the case of *People vs. Salem* by the Supreme Court of Michigan which it was claimed this court ought to follow as conclusive, bonds issued in conformity with the law of Michigan, approved March 22d, 1869, were valid obligations of the municipality by which they were issued.

It was further claimed that the rights and obligations of the parties were to be determined by the law as it had been expounded by the Supreme Court of Michigan prior to the time that the defendants in fact received the bonds, but the court held that defense untenable because the defendant was a holder for value, but if not he was entitled to whatever rights the railroad company had by virtue of its contract with the township. That contract was made and fully performed before the decree in *People vs. Salem* was rendered and was not affected by the decision in that case.

Now just what was held was that as before any decision of the State Court the Supreme Court of the United States had expounded the law, and the executive and legislative departments had conformed to that exposition and the bonds were issued while that state of facts existed upon the faith of which the bonds were received, a subsequent decision to the contrary could not be allowed to prejudice the bonds either in the hands of the company or purchasers from it.

It was attempted to escape this obviously just decision by urging that inasmuch as the decision of the State court was made before the purchasers actually purchased the

bonds, it did away with the effect of the previous holding and the purchasers could not have been misled; but the obvious answer was that a *bona fide* purchaser never takes less than the rights of the original payee although he may some times take more. The railroad company had fully completed their contract on the faith of the decision of this court and the settled construction of the departments as to to them; the subsequent decision could have no effect, but the innocent purchasers could deduce their title from the company and with it passed whatever rights the company possessed, on the same principle that I may take a promissory note by indorsment with full knowledge that the maker has a perfect defense, but if my immediate indorser was an innocent purchaser and took his title without such knowledge, his innocence protects me.

Here the Federal tribunals have not been the first to occupy the field, but have but one precedent to follow, and that unembarrassed by any preceding decision, either State or Federal.

So far as the statute directly under consideration is concerned, they have, however, a precedent in the decision of the Supreme Court of the State as far back as 1864, which declares legislation of this character unconstitutional if it is of the character which the Supreme Court of the State in *Harrington vs. Plainview* declares it to be.

Sanborn vs. Commissioners of Rice County, 9 *Minnesota Reports*, cited ante.

In fact the foundation stone of the argument of plaintiff's counsel is the construction which *they* insist upon giv-

ing to the statute under consideration, in opposition to the construction placed upon it by the Supreme Court of Minnesota.

They insist that by a true construction of the statute it is an exercise, by the leislature directly, of the taxing power by compulsory legislation requiring the officers of the town to issue the bonds in the event of the filing of the petition of the tax-payers, while the State Supreme Court, construing the statute, (as it is its peculiar province to do,) decides that the true construction of the statute is, that by it the legistature does not attempt to exercise any such power or to provide for compulsory taxation in any event, but that it assumes to empower the majority of a certain class of residents to determine what action the municipal corporation ought to and shall take in aiding a railroad company to construct its road whenever such company shall seek municipal aid.

Now, which of these is to be received as the correct construction of the law?

This is a pivotal point in the argument, for if the construction given by the State Supreme Court is to be followed, then not only is the decision in *Harrington vs. Town of Plainview, et al,* eminently sound in itself, but it cannot be contended for a moment that any contrary doctrine has ever been maintained or even hinted at by the State court, nor can it in that case be denied that the decision in *Harrington vs. Plainview et al,,* is one of interpretation and construction of the local statute and constitution, resting upon peculiar provisions of the State constitution, and that the

question does not in any manner belong to the general domain of jurisprudence.

Now, looking at the provisions of this statute itself, we think any candid aud unprejudiced mind must give it the same construction given it by the State Supreme Court.

But we hold that in this, too, the federal court is bound by the construction given the State statute by the State Supreme Court. Long before these bonds were issued at all, the State Supreme Court, in the case of State vs. Highland, gave a like construction to this very statute, when they decided that by its provisions the right to the bonds is made to rest solely upon a mutual agreement between the town and the railroad company—not on any supposed mandate of the legislature.

That construction was given by the State Supreme Court long before these bonds were issued, and there has never been any other. This court is bound by it.

The case of *Town of Monroe vs. Perkins*, 4 *Otto*, 260, is very like the case at bar; there, after the bonds were issued, in a suit to enjoin the collection of a tax for their payment, the Supreme Court of Illinois held the law under which they were issued unconstitutional.

The Supreme Court of the United States said, in a writ of error from the Circuit Court of the United States in an action to recover on the bonds: "The law under consideration has been passed upon by the Supreme Court of Illinois and held to be invalid. This ought to have been sufficient to have governed the action of the court below." The court was unanimous in their assent to this proposi-

tion, and the dissenting judges based their dissent upon the ground that the construction claimed by the majority of the court to have been put upon the law by the Supreme Court of the State had not been put upon it by that court.

But the case most closely in point on all of its facts is that of *Township of Elmwood vs. Marcy*, 2 *Otto*, 289. This case arose under a law of the State of Illinois and a constitutional provision of that state very similar to those in controversy here, and in which the law was condemned by the Supreme Court of Illinois upon similar grounds as those on which the present law was condemned by the Supreme Court of this State, after the issue of the bonds, in actions to enjoin the collection of taxes for the payment of interest, the Supreme Court of the State held the law unconstitutional.

The Supreme Court of the United States says: "Are not these decisions binding on us in the present controversy?" which was a suit upon the bonds in the United States Circuit Court.

"They adjudge that the bonds are void because the laws which authorized their issue were in violation of a peculiar provision of the constitution of Illinois. We have always followed the highest court of the State in its construction of its own constitution and laws. It is only where they have been construed differently at different times, that in cases like this we have adopted as a rule of action the first decision and rejected the last. This has been done on the ground that rights acquired on the strength of the former decision ought not to be lost by a change in the opinion of the court," and the dissenting opinion was based on the claim of the minority that the Supreme Court of Illinois had decided otherwise previous to the issue of the bonds and had changed its ruling.

The case of Butz vs. City of Muscatine, 8 Wallace, 575, went further than the Supreme Court of United States has ever gone in the direction of disregarding the construction of a State statute by the courts of the State.

It was an extremely hard case, it would seem that the construction put upon the law by the State courts was entirely untenable. The State decisions were not made until long after the issue of the bonds. No constitutional construction was involved. The decision of the majority was sharply criticised by Judge Miller, who shows that it is entirely unprecedented and in conflict with the uniform holding of the Supreme Court, and it not only has not been followed but seems in the later cases to be quietly ignored by the Supreme Court. It cannot at least be reconciled with the later cases cited by us, in none of which is it cited or referred to.

The case of Town of Venice vs. Murdock, 2 Otto, 494, was decided upon the express ground that the State decisions relied on did not present a case of statutory construction but of general commercial law.

The case of Jefferson Bank vs. Skelly, 1 Black, 436, was a writ of error to the Supreme Court of a State which had decided that a State law did not violate the constitutional prohibition against laws impairing the obligations of contracts, and it was said that if the State courts could under this pretext of construction evade that provision, the clause of the constitution would be rendered nugatory so far as the protection of the federal tribunals were concerned.

This also was the case of State Bank of Ohio vs. Knoop,

16 How., 369, in which the court said: "To follow the construction of a State Court in such a case would be to surrender one of the most important provisions in the federal constitution."

In the only case in which Butz vs. The City of Muscatine seems to have been much relied upon or commented upon by the court, it is treated as having depended on special circumstances, and the court following the decisions of the Iowa courts which it had refused to follow in that case, lays down a rule which practically overrules it. They say: "When contracts were entered into on the faith of prior State decisions we have refused to follow later decisions, but in other cases we have held ourselves bound to accept the construction given by the courts of the States to their statutes."

Supervisors vs. United States, 18 *Wallace*, 71.

It is urged that the case of Pine Grove vs. Talcott, 19 Wall., 666, disregards the State decisions, but in that case the legislature had, during a long series of years, passed over thirty such statutes, and until after the issue and negotiation of the bonds no doubt had ever been expressed in regard to the validity of bonds so issued; the decisions of the State court do not seem to have been based upon any construction of any peculiar provision of State Statutes or constitution, but upon the ground that a railroad is not a public use.

The Supreme Court of the United States said: "The question before us belongs to the domain of general jurisprudence; in this class of cases the court is not bound by the judgments of the State where the cases arise; similar laws have been passed in twenty-one States."

An elaborate article in the Southern Law Review for July, 1881, says in regard to it: "If, however, the case is to be construed as asserting the broad doctrine which has been claimed for it, it cannot be reconciled with many subsequent decisions of the court by which it has declared itself bound by the construction which the highest courts of a State have uniformly given to its own constitution and laws where no federal question is concerned." See vol. 7, No 2, Southern Law Review, page 219, and cases cited in note; see also pp. 222 and 224.

In this connection it is to be noticed that the court in Pine Grove vs. Talcott relied and based its decision on Olcott vs. Supervisors.

But in that case it placed its decision on two grounds; first that the State court had decided no question of construction, but simply a question of general jurisprudence, to-wit, that a railroad was not a public use, and, secondly, that repeated decisions prior to the issuance of the bonds in controversy had affirmed that it was.

16 *Wallace*, 678.

Mr. Carpenter made, with great earnestness, the point that, as he said: "The broad principle ought to be declared by the Supreme Court that no State court decision affecting the validity of a contract made after the contract was entered into is conclusive upon the federal courts," a principle which he admitted had never been declared by the court.

See page 682, 16 *Wal.*

But the court, putting the decision upon the grounds heretofore stated, declared, ignoring the claim for which Mr. Carpenter contended, that it is "undoubtedly true in

general that this court does follow the decisions of the highest courts of the State respecting local questions peculiar to themselves, or respecting the construction of their own constitution and laws," page 689, and the writer in the Southern Law Review thus answers Mr. Carpenter's claim:

"The contention ignores the proper theory and effect of judicial construction; courts have no power to make, amend or repeal a statute. Their direct action is always upon antecedent rights, and of necessity retrospective. The case must have arisen, of course, before it could be decided. A judicial construction of an instrument establishes its previous meaning. Whoever contracts in reliance upon State legislation before a construction has been obtained by the Department of State Goverment, to which the power of construction is committed, decides for himself and takes the risks of his opinion."

Pp. 226 *and* 227, *South Law Review.*

In the case of Christian Union vs. Yourst, 11 Otto, 357, cited by plaintiff's counsel, the court said: "How far the Federal courts in the ascertainment and enforcement of property rights dependent upon the statute law *or the settled public policy of the State* are bound by the decisions of State Court, rendered after such rights were acquired or became vested, is a different question, and one of the gravest importance." "The rule on this subject has been announced with some qualifications arising out of the circumstances of the particular cases heretofore decided in this court. Its extended discussion is not, however, essential in this case, since the decisions of the Superior Court of Illinois upon which counsel for appellant reply, do not, in our judgment, necessarily conclude the precise point here involved," and the court proceeded to hold that the decisions of the court below did not determine the particular question before the Supreme Court.

Many of the later cases decided since the cases of Pine Grove vs. Talcott and Butz vs. Muscatine, which affirm the doctrine that a single deliberate construction of State stat-

ute or constitution by a State court, although made after the issuance of the bonds in controversy, there being no adverse decisions, is conclusive upon the Supreme court of the United States and the Federal tribunals, have already been cited and commented upon; these will not be recited, but others may be referred to in this connection as limiting and controlling any isolated language which may be found in those opinions.

Thus in Township of East Oakland vs. Skinner, 4 Otto, 255, the court said: "If the Supreme Court of a State gives a construction to the language of a statute and there has been no conflicting decisions, this court, as a general rule, follows the construction thus given." P. 257.

While in the long line of decisions in the Supreme Court of the United States, in which that court has maintained a struggle for the protection of holders of municipal bonds, it would not be strange if the court had sometimes used language which, unless read in the light of other decisions, both before and subsequent, might mislead, or that they may have sometimes inadvertently carried the point in judgment too far. The general course of decision is uniform, and wherever such inadvertences have occurred, they have been subsequently corrected.

Thus, in Town of Venice vs. Murdock, 2 Otto, 494, the court, as we have heretofore noticed, declined to follow the decisions in New York, that where a statute authorized bonds to be issued and money borrowed thereon and loaned or given to a railroad company, it did not authorize the delivering of the bonds directly to the company, the court placing its decision on the ground that it was not a case of

statutory interpretation, but in the late case of Scipio vs. Wright, 11 Otto, 665, they have decided the same question the other way, and held that the New York decisions on that question are conclusive upon the Federal tribunals.

In Thompson vs. Perrin, Supreme Court U. S., 13 Otto, 806, a validating act, which the State Courts held to make void bonds valid, at the time the bonds were issued, was held to validate the bonds, although a subsequent State decision held otherwise.

A long series of decisions in the courts of New York had established the validity of such legislation as the case of People vs. Bachelder, 53 N. Y., decided after the issue of the bonds, held void. In the case of Town of Duanesburg vs. Jenkins, 57 N. Y., 177, the court differed from People vs. Bachelder, and again restored the law to what it had been held to be prior to the issue of the bonds, and in Williams vs. Town of Duanesburg, 66 N. Y., the court again sustained the old doctrine, but in Horton vs. Town of Thompson, 71 N. Y., the court, following People vs. Bachelder, held the identical statute under which the bonds were issued void, and the Supreme Court of the United States refused to follow the later holdings, and did follow the settled holding of the courts of New York prior to the issue of the bonds. The case is in accord with the settled doctrine of the Supreme Court of the United States, and is no authority against us here.

The court below manifestly erred in placing its decision solely and exclusively upon the ground that the case of The State vs. Highland had supported the constitutionality

of the law before the bonds in this case were issued or the contract made. I have quoted in full the opinion so far as it decides anything, and excepting mere recitals and introductory matter in the statement of the case.

No constitutional question is alluded to in either the opinion or the reporter's statement of the facts and issues involved in the case. The court decided the case adversely to the bonds upon the ground that the terms of the law had not been complied with.

It is a well understood rule that the comity which exists between the different departments of government will prevent a court from deciding the deliberate act of a co-ordinate branch of the government to be in conflict with the fundamental law, if there is any other ground upon which the decision can be placed. Hence no inference can be drawn from their silence in the Highland case; the case has no more significance so far as any constitutional question is concerned than if no such point had been made in the briefs of counsel.

As we have seen it was a mandamus to compel a town which had taken proceedings under the same law which is in controversy here to issue the bonds, and the defense was that the proposition and petition, and the proceedings provided for by section 7 of the act, had not been taken until the completion of the road to the town; whereas the terms of the law required that such proceedings should have been taken prior to the construction of the road. The court so held, passing simply upon the meaning of the law, as framed, and making no comment as to the validity of the

law, the requirements of that case merely demanded, assuming that the law was valid, a construction of its meaning.

There is not even any *dicta* sustaining the constitutionality of the law, but if there had been, mere *dicta* constituting no part of the decision are of no authority, and no one had any right to invest money on the faith of them. If the State against Highland were now the only decision, and in addition to deciding the real point in the case the court had expressed the opinion that the law was constitutional, this court would not have followed it as settling any construction of the constitution simply because it was a *dictum* and not the point in judgment.

Thus in Groves vs. Slaughter, 15 Peters, 449, as explained by the court in Fairfield vs. Galatin, 10 Otto, 47, the court refused to follow the State court, because, although expressing an opinion as to the construction of the State constitution, the point on which the case was decided was that a bill in equity would not lie because there was an adequate remedy at law. And in Boyd vs. Alabama, 4 Otto, 645, the court also refused to follow the mere *dicta* of a State Court, but, as we have said, there are no dicta and nothing resembling any in State vs. Highland in support of the law.

Indeed the case is a valuable authority in our favor, for while the court did not pass upon the constitutionality of the law, they did place a construction on the statute and hold that the issue of the bonds is made to depend upon the petition of the tax-payers, and not the fiat of the legislature. In other words, the law takes effect upon the petition of a majority of the tax-payers, being filed as provided

before the road in aid of which the bonds are to be issued is constructed. The court will remember that the first section of the law, as quoted in the statement of the case hereinbefore given, declares that the mutual agreement (as it is somewhat facetiously termed, for the petition of a majority of the tax-payers attached to the petition is to be deemed the mutual agreement; sec. 7) shall be conclusive evidence that such railroad will so promote the general welfare and prosperity of the tax-payers of said community. Sec. 1 limits the aid, as it was necessary to do to bring it within constitutional limits under the decision in Sanborn vs. Commissioners of Rice County, 9 Minn. Rep., cited ante, to railroads which will promote the general welfare and prosperity of the tax-payers of the municipality, and then preceeds to make the determination of a majority as shown by the signatures to a subscription paper conclusive on that point.

Respecting the decision in the case of State vs. Highland that case must be understood to hold that the decision of this vital question upon which the operation of the law is made to depend is submitted to the signers of the petition and this court is bound by that construction because it is purely one of a local State statute and not of general commercial law, but the moment that construction is adopted, decisions of the State courts long anterior to these bonds, declare such legislation to be void, and if they did not, this court, as a new question, would, I am confident, not fail to hold the same doctrine.

It is claimed that in the cases of *Guilder vs. Town of Ot-*

sego, 20 *Minn.* 74, *and Guilder vs. Town of Dayton*, 22 *Minn.* 366, had determined the construction of the State constitution adversely to that of *Harrington vs. Plainview* prior to the passage of this law and the issue of these bonds, and that there has thus been vacillation in the decisions of the court, and this court will follow the earlier decisions.

If this were true, the conclusion sought to be deduced might find support in the Supreme Court of the United States, but it is not true; the counselors utterly confound distinctions. Those cases were chiefly decided upon other clauses of the constitution. Sections 1, 2, 3 and 4 of article 9 were chiefly relied on in the first case, requiring equality and a uniform rule in taxation; and in the last case, article 3, prohibiting the exercise of judicial power by the legislature, so far as *those* portions of the constitution were construed, the cases have no authority here; but in the first case one of the sections relied upon here, section 5 of article 11, was relied upon, to-wit: "That any county or township organization shall have such powers of local taxation as may be provided by law."

The case was one of the direct exercise of the discretion of the legislature, in ordering the building of a bridge and payment therefor by the towns and counties within whose territory it was to be built, and the appointment of commissioners to examine and accept the bridge, and it was held that the section of the constitution referred to did not prevent the legislature from directing a town to make a needed public improvement and pay for the same by taxation; that the duties of the commissioners was merely

ministerial, and the court in Harrington vs. Plainview—mark the distinction—they say, "this case is very different from the power of the legislature to entrust the performance of a ministerial act on behalf of the corporation to a particular officer or to a person named specially for the purpose."

The power here is not attempted to be exercised by the legislature; that is, the governmental discretion of determining the wisdom of the aid is not attempted to be directly exercised by the legislature, nor is a mere ministerial duty delegated to the tax-payers, but the governmental discretion and duty is sought to be divested from the legislature, and delegated to and vested in a body unknown to the constitution, and no part of the constitutional organization of the township, and through and by that unconstitutional body the town is authorized to exercise the delegated governmental power of taxation.

No court in this or any other State has ever held under constitutional provisions like ours that this could be done. In the case at bar it is the legislative function which is not sought to be exercised directly by the legislature, but to be delegated to the tax-payers.

The nature of the function here attempted to be delegated is well defined by the court in *Guilder vs. Town of Dayton:* "It rather exercises," say the court, referring to the direct action of the legislature in that case, "a political as distinguished from a judicial function, or, in other words, it performs a function of a governmental character. One of these functions is the providing for public highways. This is performed through legislative methods. It enacts a law; that is to say, prescribes a rule in accordance

with which the highway is to be secured. To this end it determines or may determine how, by whom and at what expense, the highway shall be constructed, and to enable it to determine these matters it investigates the facts of the particular case, that it may legislate intelligently in the premises. The investigation is not judicial in its nature, neither is the determination arrived at, but both are purely legislative."

In both these cases the legislature examined and decided upon the question whether the local public interest would be specially benefitted.

In the act in question the power given is, not to aid any railroad, but any road which will promote the general prosperity and welfare of the tax-payers of such municipality, (*see sec.* 1), and this question is to be investigated and conclusively determined, and a decision arrived at, first, whether it will promote such general prosperity and welfare, and, second, if it will, whether the town will tax its citizens or its tax-payers in aid of it—both matters involving the exercise of discretion, judgment and high legislative and governmental powers; and these questions are not decided by the legislature as in the cases in 20 and 22 of Minnesota, but are sought to be delegated, not to the town in its corporate capacity, not to its constitutional electors, not to any of the legally and constitutionally elected officers of the town, but to certain persons designated as a majority of its tax-payers. This, we submit, is something entirely unlike the designation of a commissioner to examine a bridge which the legislature has examined the propriety of building, directed built, and directed a tax for its payment.

We are unable to see any real bearing which the case of *Davidson vs. Co. Comm'rs of Ramsey Co.*, 18 *Minn.* 482, has upon any question sought to be mooted in this case. The sole question there raised, discussed or determined, was thus stated by the court, page 485: "The objection made to the law is, that it purports to authorize the exercise of the taxing power for purposes for which it cannot be exercised," and the counsel in that case boldly advanced the claim that municipal taxation in any case in aid of a railroad was unconstitutional, because not for a public purpose. It was rather late in the jurisprudence of this country to raise such a question, and was of course overruled. Both the electors and the city authorities had voted to issue the bonds, and the legislature by a subsequent act ratified their action. No question has been oftener settled than that the legislature may by a subsequent act ratify the unauthorized act of a town in issuing bonds, it matters not whether the legislative assent comes before or after their issuance.

IV.

It is not claimed that the plaintiffs are bona fide purchasers, as it could not well be, for these bonds recite that they were issued under proceedings had upon petition of a majority of resident tax-payers, which is the proceeding prescribed by section 7 of chapter 106 of the laws of 1877, which the Supreme Court has held void, and every coupon declares that it is for one year's interest on bond—describing it by its number.

In *McClure vs. Township of Oxford*, 4 *Otto*, 420, it was held that every purchaser of municipal bonds which upon their face refer to the statute under which they were issued, is bound to take notice of all its requirements. Likewise, if coupons refer to the bonds to which they were attached, and purport to be for the semi-annual interest accruing thereon, the purchaser thereof is charged with notice of all which the bonds contain.

And in *Ogden vs. County of Davies*, 12 *Otto*, 634, in a suit by the holder of detached coupons, it was held, and the court said: "We have always held that every holder of a municipal bond is chargeable with notice of the provisions of the law by which the issue of his bond was authorized. If there was no law for the issue, there can be no valid bond. On the face of these bonds it appears they were issued to the Chicago & Southwestern company on account of an election held by certain taxable inhabitants of the county. This clearly connects the bonds with the Chicago & Southwestern charter, and indicates unmistakably that they were put out under a strip subscription. The holder is therefore chargeable with notice of the want of legal authority for their issue." But the stipulation covers all this and it is unnecessary to further refer to it.

But such a question cannot arise here. The purchasers as well as the railroad company were charged with notice by the recital in these bonds, under what proceedings they were issued and of the laws and constitution of the State governing such contracts; and this is all there is in the case.

V.

The only case which is cited to the proposition that the levy and payment of taxes would constitute a ratification is Supervisors vs. Schenck, 5 Wallace, 772.

That was a case where the only defect was that the county court ordered the election instead of the supervisors. An election of and by the people was had, authorizising the issue of the bonds, and afterwards the concurrence of the only other body which the law required to the issu ance of the bonds was shown by the levy and collection of the taxes to pay interest for a period of nine years. After all this the Supreme Court held that such a mere irregularity might be cured and was cured by the official action of the body whose action in the first instance alone was wanting, acquiesced in by the people during all that period. But the court expressly declared that "ratification is inoperative if the party attempted to be charged was not competent to make the contract in question when the same was made, nor when the supposd act of ratification was performed, or if the contract was illegal, immoral, or against public policy."

There, the concurrence of all the agencies contemplated by the legislature was had, and the fact that the action and approval of the supervisors came after instead of before was immaterial.

Here, the policy of the legislature was that no bonds should be issued by the mere action of the supervisors, but there must be a majority of tax-payers under section 7 or of electors under section 2, the petition of the tax-payers under which these proceeding were had; all that the supervisors were to do was ministerial; those officers could exercise no discretion, and all the proceedings being from beginning to end void at the time these bonds were issued, the

town had no semblance of authority to issue them; there was no irregularity in the exercise of power, but an absolute want of power. If the concurrence of the supervisors in resolving to submit a petition to the tax-payers and the petition of the tax-payers would have given power to have issued the bonds and the concurrence of the one had been inadvertently omitted, when it was subsequently supplied the missing link would have been furnished and the irregularity would have been cured. That was the case of Supervisors vs. Schenck.

But here the effect is to substitute a subsequent indication of approval by the supervisors for an approval by tax-payers and an arbitrary direction to the supervisors ot act upon it. The legislature did intend that the tax-payers should exercise discretion as to whether it was wise to issue these bonds, and that the supervisors should not. Suppose the supervisors had, *before* issuing the bonds, expressed their approval, either by declaring that a tax should be levied for their payment or otherwise, and this had been followed by the petition, would that have created a valid issue of bonds?

But an estoppel by acts of ratification can only be where those acts are the voluntary acts of the corporation. Here if any tax had been voted it would have been a part of the proceedings under the same law. They were required to levy a tax in and by this very law, and the tax if levied would be as void as any other part of the proceedings. The supervisors would have supposed that the proceedings were valid, and obeyed the mandate of the law in voting a tax as they did in issuing the bonds.

But there has been no acquiescence of the people of the township. Before the bonds were issued they sought to enjoin their issue, and within a year after that decision they are here in court contesting the right of bondholders to interest. This is ratification with a vengeance.

In Supervisors vs. Schenck there was an acquiescence and payment for nine years. But the towns never levied a tax.

Only two taxes were ever levied, and they were levied and sought to be collected *in invitum* by the State Auditor under the provisions of sections 243 and 245, page 250, Young's Statutes of Minnesota, being the general statutes of 1878, and the collection of the second one was enjoined. Nor have proceeds of these bonds gone into the town treasury. They have all gone to the railroad company.

GORDON E. COLE,

Att'y for Pl't'ffs in Error.

6-583

Supreme Court of the United States.

No. 803, Oct. Term 1882.

THE TOWN OF ELGIN, *Plaintiff in Error,*

vs.

SAMUEL MARSHALL & CHARLES F. ILSLEY.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MINNESOTA.

The action in the court below was for the recovery of interest on certain bonds, issued by the town of Elgin in aid of the Plainview Railroad Company, under the provisions of chapter 106 of the general laws of Minnesota for 1877 and according to the method pointed out in section 7 of that act, the complaint being in part upon the covenant in certain of the bonds to pay interest and in part on coupons taken from other bonds of the same series—Record 3-15-33-88.

"The only matters relied on in defense are: First, That the provisions of said chapter 107 and particularly of section seven of said chapter 106 of the general laws of the year 1877 of the State of Minnesota, under which the bonds and coupons in question were issued, were, and are, unconstitutional and void.

Second. That the decision of the supreme court of the State of Minnesota in the case of *Harriugton v. The Plainview Railroad Company, et al.*, (6 N. W. Rep. 777-781; 26 Minn., 224), is conclusive and binding in respect to said first point, upon the United States courts, as an expositon and construction of the constitution of Minnesota." Record 97. Opinion of circuit court. Record 98. Finding of same court. Record 103, 104.

The facts in this case are in all respects the same as in the companion case of *Plainview v. Marshall et al.* No. 804, except that the issue by this town under the same statute, was for $40,000 only, and no judicial proceedings were ever instituted to restrain the issue or to cancel the bonds. The pleadings, the stipulated facts, the opinion of the court below and its judgment, are in all other respects the same as in the Plainview case, The bonds were issued before the repeal of the act. Record 89–95, 96, 97, 98–105.